

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

**RECEIVED  
ADMINISTRATIVE**

JAN 19 2000

WASHINGTON OFFICE  
3000 K STREET, NW, SUITE 300  
WASHINGTON, DC 20007-5116  
TELEPHONE (202) 424-7500  
FACSIMILE (202) 424-7647

**TN REGULATORY AUTHORITY**

919 THIRD AVENUE  
NEW YORK, NY 10022-9998  
TELEPHONE (212) 758-9500  
FACSIMILE (212) 758-9526

January 18, 2000

**VIA OVERNIGHT DELIVERY**

K. David Waddell, Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243

<b>PAID T.R.A.</b>	
Chk #	<u>118643</u>
Amount	<u>25.00</u>
Rcvd By	<u>JK</u>
Date	<u>1-19-00</u>

Re: Application of Golden Harbor of Tennessee, Inc. for a Certificate of Convenience and Necessity to Provide Facilities-Based and Resold Local Exchange and Interexchange Telecommunications Services Throughout the State of Tennessee

Dear Mr. Waddell:

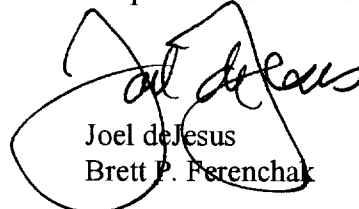
00-00036

On behalf of Golden Harbor of Tennessee, Inc. ("Golden Harbor"), please find enclosed an original and thirteen (13) copies of Golden Harbor's Application Certificate of Convenience and Necessity to Provide Facilities-Based and Resold Local Exchange and Interexchange Telecommunications Services Throughout the State of Tennessee. Also enclosed is a check in the amount of \$25.00 to cover the requisite filing fee.

Please note that Exhibits 3 and 4 contain confidential and proprietary information not generally available to the public. Golden Harbor, therefore, is submitting one copy of this information in separately sealed envelopes. Golden Harbor respectfully requests that the information contained in Exhibits 3 and 4 be given confidential treatment and that it not be made a part of the public record or otherwise be made available for public disclosure.

Please date stamp and return the extra copy of this filing in the self-addressed, postage-prepaid envelope provided. Should you have any questions concerning this matter, please do not hesitate to call us.

Respectfully submitted,

  
Joel deJesus  
Brett P. Perenchak

Counsel for Golden Harbor of Tennessee, Inc.

**RECEIVED  
ADMINISTRATIVE**

JAN 19 2000

**TN REGULATORY AUTHORITY**

Enclosure

cc: Jaci Caldwell

315168.1

**BEFORE THE  
TENNESSEE REGULATORY AUTHORITY**

RECEIVED  
REGULATORY AUTHORITY  
'00 JAN 19 PM 3 24  
EXECUTIVE SECRETARY

In the Matter of the Application of )  
)  
**Golden Harbor of Tennessee, Inc.** )  
)  
for a Certificate of Convenience and )  
Necessity to Provide Facilities-Based and )  
Resold Local Exchange and Interexchange )  
Telecommunications Services )  
Throughout the State of Tennessee )

Docket No. 00-00036

**APPLICATION**

Golden Harbor of Tennessee, Inc. ("Golden Harbor" or "Applicant"), by its undersigned counsel and pursuant to the provisions of T.C.A. §§ 65-4-201, Administrative Rules Chapter 1220-4-8, and the Federal Telecommunications Act of 1996 ("Federal Act" or "Act"), 47 U.S.C. § 251 *et seq.*, hereby applies for a Certificate of Convenience and Necessity to provide all forms of facilities-based and resold local exchange and interexchange telecommunications services throughout the State of Tennessee. In support of its application, Golden Harbor provides the following information in compliance with Administrative Rule 1220-4-8-.04.

**I. Description of the Applicant**

1. 1220-4-8-.04(1)(c). Applicant's legal name is Golden Harbor of Tennessee, Inc.

Applicant maintains its principal place of business at:

Golden Harbor of Tennessee, Inc.  
401 Carlson Circle  
San Marcos, TX 78666  
(512) 220-1100 (Tel.)  
(512) 392-6276 (Fax)

2. Correspondence or communications pertaining to this application should be directed to:

Joel deJesus, Esq.  
Brett P. Ferencak, Esq.  
Swidler Berlin Shereff Friedman, LLP  
3000 K Street, NW, Suite 300  
Washington, DC 20007-5116  
Telephone: (202) 424-7500  
Facsimile: (202) 424-7643

Correspondence or communications regarding Golden Harbor's ongoing operations should be directed to:

Gary L. Mann  
Vice President - Governmental Affairs  
Golden Harbor of Tennessee, Inc.  
401 Carlson Circle  
San Marcos, TX 78666  
(512) 220-1100 (Tel.)  
(512) 392-6276 (Fax)

3. 1220-4-8-.04(1)(e). Golden Harbor, a corporation organized under the laws of Texas, is a wholly-owned subsidiary of Thrifty Call, Inc. ("Thrifty Call"), a Missouri corporation. A copy of Golden Harbor's Articles of Incorporation and a copy of its Certificate of Authority to Transact Business in Tennessee are attached as Exhibit 1.

4. 1220-4-8-.04(1)(c). The officers and directors of Golden Harbor are as follows:

OFFICERS:

Harold E. Lovelady	–	President and Treasurer
Bernice Rainosek	–	Senior Vice President and Assistant Secretary
Jerry L. James	–	Executive Vice President Governmental Affairs & Business Development
Sally A. Batz	–	Secretary

DIRECTORS:

Harold E. Lovelady  
Sally A. Batz

Harold E. Lovelady and Bernice Rainosek may be reached at the following address:

401 Carlson Circle  
San Marcos, Texas 78666

Sally A. Batz may be reached at the following address:

88 N.E. Alice Avenue  
Jensen Beach, Florida 34957

5. 1220-4-8-.04(1)(d). Golden Harbor does not currently have any corporate offices or officers located in Tennessee. The name and address of Golden Harbor's registered agent Tennessee is:

CT Corporation System  
530 Gay Street  
Knoxville, TN 37902

## **II. Qualifications**

### **A. Managerial and Technical Qualifications (1220-4-8-.04(b);1220-4-8-.04(1)(g))**

1. Golden Harbor has the managerial and technical qualifications to provide the proposed telecommunications services in Tennessee. Golden Harbor's management team has considerable experience in marketing, network operations, financial analysis/accounting, customer service, training, sales, regulatory, and other relevant areas. Golden Harbor's officers and senior managers have a combined managerial experience of well over 200 years. Attached at Exhibit 2 is a description of the telecommunications experience and expertise of Golden Harbor's key management personnel. As the resumes of Golden Harbor's key personnel reflect, these individuals have substantial experience in running major telecommunications operations. Golden Harbor's officers and senior managers have worked with such industry giants as MCI, GTE, Sprint, LDDS WorldCom, and Southwestern Bell, among others. Each member of Golden Harbor's management

team will draw upon his or her own experience, as well as the collective experience of the entire management team, to ensure that Golden Harbor is managed and operated efficiently and profitably.

Golden Harbor also employs an outstanding team of engineers and network specialists. Collectively, its senior technical managers have designed, managed, and/or operated advanced telecommunications facilities in the United States. Exhibit 2 describes the technical competence of Golden Harbor's personnel in greater detail.

2. 1220-4-8-.04(1)(g). Golden Harbor's parent company, Thrifty Call, Inc., was granted a Certificate of Public Convenience and Necessity to operate as a reseller of interexchange telecommunications services within the State of Tennessee by Order of the Authority in Case No. 95-02352, dated July 31, 1995. Thrifty Call, Inc. has been providing resold long distance telecommunications services in Tennessee since August 1995. Golden Harbor's parent company also is authorized to provide telecommunications service in Alabama, Florida, Georgia, Idaho, Indiana, Kentucky, Michigan, Montana, North Carolina, Ohio, Oregon, South Carolina, Texas, Washington, and West Virginia. In addition, Golden Harbor's affiliates, Golden Harbor of Alabama, Inc., Golden Harbor of Florida, Inc. (d/b/a Hometown Telephone of Florida, Inc.), Golden Harbor of Georgia, Inc., Golden Harbor of Illinois, Inc., Golden Harbor of Indiana, Inc., Golden Harbor of Kentucky, Inc., Golden Harbor of North Carolina, Inc., Golden Harbor of Texas, Inc., Golden Harbor of Washington, Inc., and Golden Harbor of Wisconsin, Inc. are authorized to provide telecommunications service in Alabama, Florida, Georgia, Illinois, Indiana, Kentucky, North Carolina, Texas, Washington, and Wisconsin, respectively. Neither Golden Harbor nor its affiliates have been denied requested certification in any jurisdiction, nor have Golden Harbor or its affiliates had a permit, license, or certificate revoked by any authority.

**B. Financial Qualifications (1220-4-8-.04(b))**

1. Golden Harbor is financially qualified to provide telecommunications services within Tennessee. Golden Harbor of Tennessee, Inc. is a recently formed start-up company, and, as such, does not yet have financial statements. However, Golden Harbor will rely upon the substantial financial resources of its parent company, Thrifty Call, Inc., and thus has adequate access to the capital necessary to fulfill any obligations it may undertake with respect to the provision of intrastate telecommunications services in the State of Tennessee. Thrifty Call, Inc. intends to fund the Applicant to the extent necessary to provide adequate and continuing local exchange resale service in the State of Tennessee. In support of Golden Harbor's application, Golden Harbor has filed under seal as Exhibit 3 a copy of the most recent audited financial statements for Golden Harbor's corporate parent, Thrifty Call, Inc. (Thrifty Call, Inc. is a privately-held corporation and does not issue an SEC Form 10-K or stockholder report.) This exhibit is offered to demonstrate Applicant's financial ability to provide the proposed service. These audited financial statements contain confidential and proprietary information not generally available to the public. Golden Harbor, therefore, is submitting this information in a separate sealed envelope and respectfully requests that it be given confidential treatment and that it not be made a part of the public record or otherwise be made available for public disclosure.

2. Enclosed herewith under seal as Exhibit 4 are Golden Harbor of Tennessee, Inc.'s projected financial statements (including income statements, balance sheets, and cash flow statements) for the next three (3) years. These documents contain confidential and proprietary information not generally available to the public. Golden Harbor, therefore, is submitting this information in a separate sealed envelope and respectfully requests that it be given confidential

treatment and that it not be made a part of the public record or otherwise be made available for public disclosure.

3. None of the financial statements submitted reflect any amounts related to reciprocal compensation for terminating Internet service provider (ISP) traffic.

4. Cost of the proposed network, switches, or unbundled network elements (UNEs).

Exhibit 4 (provided under seal) summarizes Golden Harbor's estimated costs of Tennessee facilities through the year 2002.

### **III. Proposed Services (1220-4-8-.04(1)(i))**

1. Golden Harbor seeks authority to provide all forms of local telecommunications services throughout the State of Tennessee. Applicant will offer services that allow its customers to originate and terminate local calls to other customers served by Applicant, as well as customers served by all other authorized local exchange carriers. Applicant also seeks authority to provide switched access services to interexchange carriers, which will allow Applicant's customers to originate and terminate intrastate and interstate calls to and from customers of interexchange carriers.

2. Applicant plans to offer local exchange services to business and residential customers located in Tennessee. Local exchange services may include, but will not be limited to the following: (i) local exchange access services to single-line and multi-line customers (including basic residential and business lines, direct inward/outward PBX trunk service, and ISDN); (ii) local exchange services to customers of Applicant's end user access line services; and (iii) switched, dedicated and special carrier access services to other common carriers. In addition, Applicant intends, through interconnection with other carriers, to offer directory assistance and operator assisted calling, dual party relay services, and other miscellaneous services currently provided by existing local exchange carriers. Applicant also may offer interexchange services, including both inbound and outbound

intraLATA and interLATA services. This will be accomplished through a combination of its own facilities and through the resale of the facilities of other certificated carriers.

3. Golden Harbor initially does not plan to locate switches in the state of Tennessee. However, Golden Harbor may utilize the switch(es) of its parent company, Thrifty Call, Inc. in its provision of telecommunications service in Tennessee. Thrifty Call, Inc. has switches located in Dallas, Houston, San Marco, Waco, Seattle, Atlanta, Indianapolis and Orlando

4. Golden Harbor is in the process of negotiating interconnection agreements with BellSouth and Sprint, so that it may commence its proposed Tennessee operations upon certification and Authority approval of the interconnection agreements.

5. Golden Harbor initially plans to serve all Tennessee service areas that are currently being served by BellSouth Telecommunications, Inc. ("BellSouth") and United Telephone, S.E., Inc. ("Sprint").

6. Golden Harbor's Tennessee customers will not be required to purchase customer provided equipment ("CPE") that is incompatible for use with ILEC systems.

#### **IV. Description of Operations and Regulatory Compliance**

1. 1220-4-8-.04(1)(a). Golden Harbor will adhere to all applicable Authority rules, policies and orders governing the provision of local exchange and interexchange telecommunications services in the State of Tennessee.

2. Golden Harbor's customer service representatives will handle customer service inquiries via Golden Harbor's toll free number, (800) 554-3057, from 8:00 a.m. to 5:00 p.m. Emergency service will also be available through this number 24 hours per day, 7 days per week. Golden Harbor's toll free number will be printed on its customers' monthly billing statements. The name, address and phone number of Golden Harbor's customer service contact is:



Dorothy Cockran  
Golden Harbor of Tennessee, Inc.  
401 Carlson Circle  
San Marcos, TX 78666  
(512) 220-1100 (Tel.)  
(800) 554-3057 (Toll Free)  
(512) 396-2810 (Fax)

3. 1220-4-8-.04(1)(f). Golden Harbor will handle repair and maintenance in Tennessee as follows. Golden Harbor's customers may call toll free (800) 554-3057, to report service problems requiring repair or maintenance. Golden Harbor will respond to repair and maintenance calls promptly and, where necessary, dispatch a service technician as soon as possible. With regard to repair and maintenance for resold services, Golden Harbor intends to negotiate suitable arrangements with the incumbent local exchange carriers to provide for maintenance and repair of the resold facilities to be used to provide service. Because customer satisfaction is extremely important to Golden Harbor and to its success in the competitive marketplace, all commercially reasonable efforts will be made to address and resolve customer concerns as quickly as possible. The name, address and telephone number of the contact person responsible for and knowledgeable about the provider's Tennessee operations are as follows:

Gary L. Mann  
Vice President - Governmental Affairs  
Golden Harbor of Tennessee, Inc.  
401 Carlson Circle  
San Marcos, TX 78666  
(512) 220-1100 (Tel.)  
(512) 392-6276 (Fax)

4. Customers will be billed directly by Golden Harbor. A copy of Golden Harbor's sample bill is attached hereto at Exhibit 5.

5. Golden Harbor's customer complaint procedures, termination policy and late charge policy are outlined in its illustrative local exchange tariff attached hereto at Exhibit 6.

6. Golden Harbor may require customer deposits with poor payment history or no payment history. The deposit amount will not exceed two (2) months estimated charges.

7. Golden Harbor will file its final local exchange and interexchange tariffs subsequent to approval of its application and prior to providing service in Tennessee.

8. To the extent Golden Harbor offers presubscription services, Golden Harbor will establish internal sales and management procedures to verify that customers have affirmatively selected Golden Harbor as their service provider. Golden Harbor's internal policies regarding changes of local and long distance carriers are consistent with applicable Federal Communication Commission ("FCC") telemarketing and carrier change rules, and will comply with any applicable Tennessee policies, rules and orders governing such carrier changes.

9. A copy of Applicant's toll dialing parity plan is attached hereto as Exhibit 7.

10. To the extent that Golden Harbor provides voice grade service in Tennessee, Golden Harbor will provide a Wireline Activity Report to the Authority on a monthly basis to the extent required by Authority rules.

11. Golden Harbor is a recently formed start-up company and does not yet have any customers in Tennessee. However, Golden Harbor has taken the necessary steps to ensure Y2K readiness.

13. A copy of Golden Harbor's Small and Minority-Owned Telecommunications Business Participation Plan is attached hereto as Exhibit 8.

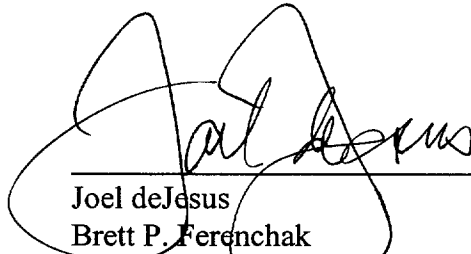
14. Golden Harbor of Tennessee, Inc.'s pre-filed testimony describing the services it plans to provide and summarizing its technical, managerial, and financial qualifications is attached hereto as Exhibit 9.

15. A certificate of service stating that notice of the application has been served on all eighteen (18) incumbent local exchange telephone companies in Tennessee is attached hereto.

**VI. CONCLUSION**

For the foregoing reasons, Golden Harbor of Tennessee, Inc. requests that the Tennessee Regulatory Authority approve its application for a Certificate of Public Convenience and Necessity to provide all forms of facilities-based and resold local exchange and interexchange telecommunications services throughout the State of Tennessee.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joel deJesus", is written over a horizontal line. The signature is stylized with large loops and a long horizontal stroke at the end.

Joel deJesus  
Brett P. Ferencak  
SWIDLER BERLIN SHEREFF FRIEDMAN, LLP  
3000 K Street, NW, Suite 300  
Washington, DC 20007-5116  
Telephone: (202) 424-7500  
Facsimile: (202) 424-7643

Counsel for Golden Harbor of Tennessee, Inc.

Dated: January 18, 2000

## EXHIBITS

Exhibit 1	Articles of Incorporation and Certificate of Authority to Transact Business in Tennessee
Exhibit 2	Managerial and Technical Qualifications
Exhibit 3	Audited Financial Statements of Golden Harbor's Parent Company, Thrifty Call, Inc. <b>(Submitted Under Seal)</b>
Exhibit 4	Projected Financial Statements of Golden Harbor of Tennessee, Inc. (Including Estimated Cost of Tennessee Facilities) <b>(Submitted Under Seal)</b>
Exhibit 5	Sample Customer Bill
Exhibit 6	Proposed Local Exchange Tariff
Exhibit 7	Toll Dialing Parity Plan
Exhibit 8	Small and Minority-Owned Telecommunications Business Participation Plan
Exhibit 9	Pre-filed Testimony of Gary L. Mann
Verification	
Certificate of Service	

**EXHIBIT 1**

**Articles of Incorporation  
and  
Certificate of Authority to Transact Business in Tennessee**

# Secretary of State

## Corporations Section

James K. Polk Building, Suite 1800  
Nashville, Tennessee 37243-0306

DATE: 09/10/98  
REQUEST NUMBER: 3557-1713  
TELEPHONE CONTACT: (615) 741-2286  
FILE DATE/TIME: 09/10/98 1202  
EFFECTIVE DATE/TIME: 09/10/98 1202  
CONTROL NUMBER: 0357263

COPY

TO:  
GOLDEN HARBOR OF TENNESSEE, INC.  
401 CARLSON CIRCLE

SAN MARCOS, TX 78666

RE:  
GOLDEN HARBOR OF TENNESSEE, INC.  
APPLICATION FOR CERTIFICATE OF AUTHORITY -  
FOR PROFIT

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED CERTIFICATE OF  
AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE  
ON OR BEFORE THE FIRST DATE OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE  
CORPORATION'S FISCAL YEAR. PLEASE PROVIDE THIS OFFICE WITH WRITTEN  
NOTIFICATION OF THE CORPORATION'S FISCAL YEAR. THIS OFFICE WILL MAIL THE  
REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE  
ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS  
OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED  
AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE REVOCATION  
OF ITS CERTIFICATE OF AUTHORITY.

W- CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR  
FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY -  
FOR PROFIT

ON DATE: 09/10/98

FROM:  
C T CORPORATION SYSTEM (HOUSTON, TX.)  
811 DALLAS AVE

	FEES	
RECEIVED:	\$600.00	\$0.00
TOTAL PAYMENT RECEIVED:	\$600.00	

HOUSTON, TX 77002-0000

RECEIPT NUMBER: 00002361270  
ACCOUNT NUMBER: 00000023



*Riley C. Darnell*

RILEY C. DARNELL  
SECRETARY OF STATE



**The State of Texas**  
**Secretary of State**

COPIES

**CERTIFICATE OF INCORPORATION**  
**OF**

**GOLDEN HARBOR OF TENNESSEE, INC.**  
**CHARTER NUMBER 01504027**

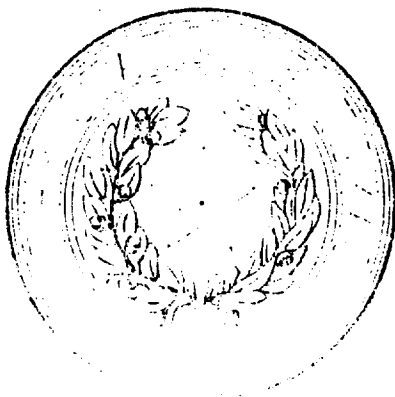
THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,  
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE  
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE  
FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE  
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS  
CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE  
THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF  
ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW,  
THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED AUG. 28, 1998

EFFECTIVE AUG. 28, 1998



*Alberto R. Gonzales*

Alberto R. Gonzales, Secretary of State

**ARTICLES OF INCORPORATION  
OF  
GOLDEN HARBOR OF TENNESSEE, INC.**

FILED  
In the Office of the  
Secretary of State of Texas  
AUG 28 1998

Corporations Section

**ARTICLE ONE**

The name of the corporation is Golden Harbor of Tennessee, Inc. (the "Corporation").

**ARTICLE TWO**

The Corporation shall have perpetual duration.

**ARTICLE THREE**

The purpose for which the Corporation is organized shall be the transaction of any and all lawful business for which a corporation may be incorporated pursuant to the Texas Business Corporation Act.

**ARTICLE FOUR**

The aggregate number of shares which the Corporation shall have authority to issue is 10,000 shares of common stock, with par value of \$00.01 per share.

**ARTICLE FIVE**

The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of \$1,000, consisting of money, labor done, or property actually received.

**ARTICLE SIX**

The street address of the Corporation's initial registered office is 401 Carlson Circle, San Marcos, Texas 78666, and the name of its initial registered agent at such address is Harold E. Lovelady.

**ARTICLE SEVEN**

The number of directors constituting the initial Board of Directors is two, and the names and addresses of the persons who are to serve as the initial directors are:

Harold E. Lovelady  
401 Carlson Circle  
San Marcos, Texas 78666



Sally A. Batz  
88 N.E. Alice Avenue  
Jensen Beach, FL 34957

#### ARTICLE EIGHT

Cumulative voting of shares shall not be allowed in the election of directors. The power to alter, amend or repeal the Corporation's Bylaws and to adopt new Bylaws shall be vested in the Board of Directors, subject to repeal or change by action of the shareholders.

#### ARTICLE NINE

The name and address of the incorporator is:


Harold E. Lovelady  
401 Carlson Circle  
San Marcos, Texas 78666

#### ARTICLE TEN

Any action required or permitted by law to be taken at any meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all shares entitled to vote on the matter were present and voted.

#### ARTICLE ELEVEN

A director of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for an act or omission in the director's capacity as a director of the Corporation, except to the extent that such exemption from liability or limitation thereof is not permitted under the applicable laws of the State of Texas, including, without limitation, the Texas Business Corporation Act and the Texas Miscellaneous Corporation Laws Act, as the same exist or may hereafter be amended. Any repeal or modification of the foregoing sentence shall not adversely affect any right or protection of a director of the Corporation existing hereunder in respect of any act or omission occurring prior to the time of such repeal or modification.

  
Harold E. Lovelady  
Incorporator

**BYLAWS OF**  
**GOLDEN HARBOR OF TENNESSEE, INC.**

## TABLE OF CONTENTS

### Page

#### Article I - Shareholders

Section	1.1.	Annual Meetings.....	1
Section	1.2	Special Meetings.....	1
Section	1.3	Notice of Meetings.....	1
Section	1.4	Place of Meetings.....	1
Section	1.5	Adjournments.....	1
Section	1.6	Quorum .....	2
Section	1.7	Organization.....	2
Section	1.8	Voting; Proxies .....	2
Section	1.9	Fixing Record Date .....	3
Section	1.10	List of Shareholders Entitled to Vote.....	
Section	1.11	Informal Action by Shareholders; Telephonic Meetings.....	4

#### Article II - Board of Directors

Section	2.1	Number; Qualifications.....	4
Section	2.2	Election; Resignation; Vacancies .....	4
Section	2.3	Regular Meetings.....	5
Section	2.4	Special Meetings.....	5
Section	2.5	Quorum; Vote Required for Action; Powers .....	5
Section	2.6	Organization.....	5
Section	2.7	Informal Actions by Directors; Telephonic Meetings.....	6

#### Article III - Officers

Section	3.1	Officers; Elections; Qualifications; Term of Office; Resignation; Vacancies.....	6
Section	3.2	Powers and Duties of Officers .....	6

#### Article IV - Stock

Section	4.1	Certificates .....	6
Section	4.2	Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates .....	7

## Article V - Indemnification

Section	5.1	Right to Indemnification .....	7
Section	5.2	Prepayment of Expenses .....	8
Section	5.3	Claims .....	8
Section	5.4	Non-Exclusivity of Rights .....	8
Section	5.5	Amendment or Repeal .....	8

## Article VI - Miscellaneous

Section	6.1	Fiscal Year .....	9
Section	6.2	Corporate Seal.....	9
Section	6.3	Waiver of Notice of Meetings of Shareholders; Directors and Committees.....	9
Section	6.4	Interested Directors; Quorum.....	9
Section	6.5	Amendment of Bylaws .....	10

**BYLAWS OF  
Golden Harbor of Tennessee, Inc.**

**ARTICLE I  
Shareholders**

Section 1.1. Annual Meetings. An annual meeting of shareholders of Golden Harbor of Tennessee, Inc. (the "Corporation") shall be held for the election of directors at such date, time and place as may be designated by resolution of the Board of Directors from time to time. Any other proper business may be transacted at the annual meeting.

Section 1.2. Special Meetings. Special meetings of shareholders for any purpose or purposes, except as prohibited by applicable law, may be called at any time by (i) the Board of Directors, (ii) the holders of at least 10% of all the shares entitled to vote at the proposed special meeting, or (iii) the President of the Corporation.

Section 1.3. Notice of Meetings. Whenever shareholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the written notice of any meeting shall be given not less than 10 nor more than 60 days before the date of the meeting to each shareholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the mail, postage prepaid, directed to the shareholder at his address as it appears on the share transfer records of the corporation.

Section 1.4. Place of Meetings. The Board of Directors may designate any place, either within or without the State of Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or without the State of Texas, unless otherwise prescribed by statute, as the place for such meeting. If no designation is made, or if a special meeting otherwise is called, the place of meeting shall be the principal office of the Corporation in the State of Texas.

Section 1.5. Adjournments. Any meeting of shareholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting.

Section 1.6. Quorum. The number of shareholders that shall constitute a quorum at any meeting of shareholders shall consist of the holders of shares of the Corporation representing a majority of the total number of votes which could be cast on the matter by all holders of shares entitled to vote upon the matter. In the absence of a quorum, the shareholders present in person or represented by proxy may adjourn the meeting until such time and to such place as may be determined by a vote of the holders of shares representing a majority of the total number of votes. Treasury shares, shares of the Corporation's stock owned by another corporation the

majority of the voting stock of which is owned or controlled, directly or indirectly, by the Corporation, and shares of the Corporation's stock held by the Corporation in a fiduciary capacity shall neither be entitled to vote nor be counted for quorum purposes or for the total number of outstanding shares at any given time.

Section 1.7. Organization. Meetings of shareholders shall be presided over by the President, or in the President's absence by a Vice President, or in the absence of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in the Secretary's absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 1.8. Voting; Proxies. Except as otherwise provided by the Articles of Incorporation, each shareholder entitled to vote at any meeting of shareholders shall be entitled to one vote for each share of stock held by him which has voting power upon the matter in question. Each shareholder entitled to vote at a meeting of shareholders may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after 11 months from its date of execution, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A shareholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary of the Corporation. Voting at meetings of shareholders need not be by written ballot and need not be conducted by inspectors unless the holders of shares representing a majority of the total number of votes which could be cast by the holders of shares representing a majority of the total number of votes which could be cast by the holders of all shares entitled to vote thereon present in person or by proxy at such meeting shall so determine.

Unless otherwise provided by law or by the Articles of Incorporation, directors shall be elected by a plurality of the votes cast by the holders of shares entitled to vote in the election of directors at a meeting of shareholders at which a quorum is present. Unless otherwise provided by law or by the Articles of Incorporation or these Bylaws, all other elections and questions shall be decided by the affirmative vote of the holders of shares representing at least a majority of the total number of votes which could be cast by the holders of all shares of stock entitled to vote on the matter and represented in person or by proxy at a meeting of shareholders at which a quorum is present.

Section 1.9. Fixing Record Date. In order that the Corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 60 days prior to any other action. If no record date is fixed: (A) the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders or to receive a

distribution or share dividend shall be the date on which notice of the meeting is delivered; (B) the record date for determining shareholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with law by delivery to its registered agent, its principal place of business, or an officer or agent of the Corporation having custody of the books in which proceedings of meetings of shareholders are recorded; and (C) the record date for determining shareholders for any other purpose shall be at the close of business on the date on which the Board of Directors adopts the resolution relating thereto. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting, provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 1.10. List of Shareholders Entitled to Vote. The Secretary shall prepare and make, at least 10 days before each meeting of shareholders, a complete list of the shareholders entitled to vote at the meeting or any adjournment thereof, arranged in alphabetical order, and showing the address of each shareholder and the number of shares registered in the name of each shareholder. Such list shall be open to the examination of any shareholder, during ordinary business hours, for a period of at least 10 days prior to the meeting, either at the registered office or principal place of business of the Corporation. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any shareholder who is present. The stock ledger shall be prima facie evidence as to the identity of the shareholders entitled to examine the stock ledger, the list of shareholders or the books of the Corporation, or to vote in person or by proxy at any meeting of shareholders.

Section 1.11. Informal Action by Shareholders; Telephonic Meetings. Unless otherwise restricted by the Articles of Incorporation or by these Bylaws, any action required or permitted by law to be taken at any meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all shares entitled to vote on the matter were present and voted, and shall be delivered to the Corporation within 60 days of the earliest dated consent in a manner of delivery that complies with applicable law, including without limitation, the Texas Business Corporation Act. Subject to the provisions of these Bylaws or applicable law for notice of meetings, shareholders may participate in and hold a meeting of shareholders by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute presence in person at such meeting, except where a shareholder participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

## ARTICLE II Board of Directors

Section 2.1. Number; Qualifications. The Board of Directors shall consist of one or more members, the number thereof to be determined from time to time by resolution of the Board of Directors. Directors need not be shareholders of the Corporation.

Section 2.2. Election; Resignation; Vacancies. The Board of Directors shall initially consist of the persons named as directors in the Articles of Incorporation, and each director so named shall hold office until the first annual meeting of shareholders or until his successor is elected and qualified. At the first annual meeting of shareholders and at each annual meeting thereafter, the shareholders shall elect directors, each of whom shall hold office for a term of one year or until his or her successor is elected and qualified. Any director may resign at any time upon written notice to the Corporation. At any meeting of shareholders called expressly for that purpose, any or all of the directors may be removed, with or without cause, by the vote of the shareholders.

Any vacancy occurring in the Board of Directors for any reason may be filled by a majority of the remaining members of the Board of Directors, although such majority is less than a quorum, or by a sole remaining director, and each director so elected shall hold office until the expiration of the term of office of the director whom he has replaced or until his successor is elected and qualified. Any directorship to be filled by reason of an increase in the number of directors may be filled by the affirmative vote of a plurality of the directors then in office or by at least a majority of the total number of votes which could be cast by the holders of all shares of stock entitled to vote on the matter at an annual or special meeting of shareholders at which a quorum is present.

Section 2.3. Regular Meetings. Regular meetings of the Board of Directors may be held at such places within or without the State of Texas and at such times as the Board of Directors may from time to time determine, and if so determined notices thereof need not be given.

Section 2.4. Special Meetings. Special meetings of the Board of Directors may be held at any time or place within or without the State of Texas whenever called by the President or any member of the Board of Directors. Reasonable notice thereof shall be given by the person or persons calling the meeting, not later than the day before the date of the special meeting.

Section 2.5. Quorum; Vote Required for Action; Powers. At all meetings of the Board of Directors a majority of the whole Board shall constitute a quorum for the transaction of business. Except in cases in which the Articles of Incorporation or these Bylaws otherwise provide, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. The business and affairs of the Corporation shall be governed by the Board of Directors, subject, however, to such limitations as are imposed by law, the Articles of Incorporation, or these Bylaws, or by actions to be authorized or approved by the shareholders. The Board of Directors may give by contract or otherwise, general, limited or special power and authority to the officers and employees of the corporation to transact the



general business, or any special business, of the corporation, and may give powers of attorney to agents of the corporation to transact any special business requiring such authorization.

Section 2.6. Organization. Meetings of the Board of Directors shall be presided over by the President, or in his absence, by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his absence, the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.7. Informal Actions by Directors; Telephonic Meetings. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent thereto in writing. Members of the Board of Directors may participate in a meeting of the Board by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Bylaw shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

### ARTICLE III Officers

Section 3.1. Officers; Election: Qualifications; Term of Office; Resignation; Vacancies. The Board of Directors shall elect a President and Secretary, and it may, if it so determines, choose one or more Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of shareholders next succeeding his election, and until his successor is elected and qualified or until his earlier resignation or removal. Officers need not be shareholders of the Corporation. Any officer may resign at any time upon written notice to the Corporation. The Board of Directors may remove any officer with or without cause at any time, but such removal shall be without prejudice to the contractual rights of such officer, if any, with the Corporation. Any number of offices may be held by the same person. Any vacancy occurring in any office of the Corporation because of death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

Section 3.2. Powers and Duties of Officers. The officers of the Corporation shall have such powers and duties in the management of the Corporation as may be prescribed by the Board of Directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board of Directors.

### ARTICLE IV Stock

Section 4.1. Certificates. Every holder of stock shall be entitled to have a certificate signed by or in the name of the Corporation by the President or a Vice President, and by the

Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the Corporation, certifying the number of shares of stock of the Corporation owned by the holder of stock. Any of the signatures on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issue.

Section 4.2. Lost Stolen or Destroyed Stock Certificates; Issuance of New Certificates.

The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

ARTICLE V  
Indemnification

Section 5.1. Right to Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative, any appeal in such an action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding (a "proceeding") by reason of the fact that he, or a person for whom he is the legal representative, is or was a director or officer of the Corporation, against all liability and loss suffered and expenses reasonably incurred by such person. Notwithstanding anything to the contrary contained herein, the foregoing mandatory indemnification obligation, including the additional indemnification-related provisions contained in this Article V, shall apply, without limitation, to (i) Jerry L. James, with regard to claims, acts or omissions relating directly or indirectly, in whole or in part, to him acting in the capacity as an agent for the Corporation, and (ii) Ann L. Benolken, with regard to claims, acts or omissions relating directly or indirectly, in whole or in part, to her acting in the capacity as legal counsel or legal representative of the Corporation. The Corporation may indemnify and hold harmless any person who was or is made or is threatened to be made a party or is otherwise involved in any proceeding by reason of the fact that he, or a person for whom he is the legal representative, is or was a partner, venturer, trustee, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, partner, venturer, trustee, employee, fiduciary, agent or similar functionary of another corporation, employee benefit plan, other enterprise, or other entity, including, without limitation, service with respect to employee benefit plans, against all liability and loss suffered and expenses reasonably incurred by such person. Notwithstanding the foregoing provisions of this Section 5.1, the Corporation shall indemnify a person in connection with a proceeding initiated by such person only if the proceeding was authorized by the Board of Directors of the Corporation.

Section 5.2. Prepayment of Expenses. The Corporation shall pay the expenses incurred in defending any proceeding in advance of its final disposition, provided, however, that the payment of expenses incurred by a director, officer, employee or agent of the Corporation in advance of the final disposition of the proceeding shall be made only upon receipt of a written affirmation by such person of his good faith belief that he has met the standard of conduct necessary for indemnification under applicable law and a written undertaking by such person or on behalf of such person to repay all amounts advanced if it should be ultimately determined that such person is not entitled to be indemnified under this Article V or otherwise.

Section 5.3. Claims. If a claim for indemnification or payment of expenses under this Article V is not paid in full within 90 days after a written claim therefore has been received by the Corporation, the claimant may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the claimant was not entitled to the requested indemnification or payment of expenses under applicable law.

Section 5.4. Non-Exclusivity of Rights. The rights conferred on any person by this Article shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, these Bylaws, agreement, vote of shareholders or disinterested directors or otherwise. The Corporation shall have the authority to enter into such agreement as the Board of Directors deems appropriate for the indemnification of present or future directors or officers of the Corporation in connection with their service to the Corporation or any other corporation, partnership, joint venture, trust, enterprise or non-profit entity, including any employee benefit plan, to which such person is providing services at the request of the Corporation.

Section 5.5. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article V shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

## ARTICLE VI Miscellaneous

Section 6.1. Fiscal Year. The fiscal year of the Corporation shall be determined by resolution of the Board of Directors.

Section 6.2. Corporate Seal. If the Board of Directors so determines, the Corporation shall have a corporate seal with the name of the Corporation inscribed thereon and shall be in such a form as may be approved from time to time by the Board of Directors.

Section 6.3. Waiver of Notice of Meetings of Shareholders and Directors. Any written waiver of notice, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business

because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the shareholders or directors need be specified in any written waiver of notice.

Section 6.4. Interested Directors: Quorum. An otherwise valid contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other domestic or foreign corporation or other entity in which one or more of its directors or officers are directors or officers or have a financial interest, shall be valid notwithstanding whether the director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if any one of the following is satisfied:

- (A) The material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee and the Board or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum;
- (B) The material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the shareholders; or
- (C) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board of Directors, a committee thereof, or the shareholders.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

Section 6.5. Amendment of Bylaws. These Bylaws may be altered or repealed, and new Bylaws made, by the Board of Directors, but the shareholders may make additional Bylaws and may alter or repeal any Bylaws whether adopted by them or otherwise.

Adopted by the Board of Directors as of August 31, 1998.



Bernice Rainosek  
Assistant Secretary

**EXHIBIT 2**

**Managerial and Technical Qualifications**

## **Biographies of Golden Harbor Key Personnel**

### **Harold Lovelady**

Founder and President, Harold Lovelady, was honored in 1995 and 1996 as one of three finalists for the Austin area "Entrepreneur of the Year" Award sponsored by *Inc.* magazine. This award recognizes entrepreneurs who have demonstrated excellence and extraordinary success in such areas as innovation, financial performance and personal commitment to their businesses and communities. His involvement in the telecommunications industry began more than fifteen years ago. Financial analysis, technical knowledge, and a clear understanding of regulations that govern the telephone industry are a few of the skills he has utilized to direct the success of the Company.

In 1985, Mr. Lovelady was instrumental in creating a long distance service (San Marcos Long Distance, Inc.) that garnered 75% of its long distance calling market within six months. Prior to forming the Company in 1992, he served as consultant to a variety of telecommunication companies such as MCI, GTE, Sprint, Qwest Microwave and Collins Transmission Systems (a division of Rockwell International).

### **Bernice Rainosek**

Bernice Rainosek, Co-Founder and Executive Vice President, has 22 years of telephony experience, with 18 of those years in the regulated and non-regulated areas of a local telephone company. She was active in the development, implementation, and management of many new successful long distance services for San Marcos Long Distance, Inc., including Operator Services and Dedicated Access. As a resident of San Marcos for 30 years and a strong advocate of economic development for the community, Ms. Rainosek was instrumental in the decision to base the Company's headquarters in San Marcos.

### **Jerry L. James**

The management team is directed by Jerry L. James, the Company's Executive Vice President of Governmental Affairs & Business Development. Beginning his telecommunications career with Southwestern Bell almost thirty years ago, Mr. James has held many key management positions. Prior to joining the Company he served as Vice President of Governmental Affairs for WorldCom, one of the nation's largest long distance companies. He was instrumental in the formation and management of private line, data, and video networks for THENET (Texas Higher Education Network). A primary focus of Mr. James' experience includes designing, constructing and managing national switching networks, along with microwave and fiber systems. He was instrumental in implementing the first distance learning and tele-medicine programs for the state of Texas.

As a Vice President of Government Affairs for WorldCom, Mr. James represented that company as its lobbyist and expert witness on regulatory issues in 17 states and Washington, D.C. As a result, Mr. James was highly involved in the negotiations that resulted in the final drafts of the Texas and federal telecommunications legislation in 1995 and 1996. Mr. James, with the cooperation of others, was instrumental in successfully amending Texas HB 2128 with two

amendments favorable to his company's business plans. HB 2128 completely rewrote the regulations governing the telephone industry in Texas. He continues to work with state and national organizations and elected officials in on-going efforts to implement new rules for the telecommunications industry.

#### Martha Smiley

Martha Smiley provides consulting services to the Company. Ms. Smiley joined the firm of Bickerstaff Heath & Smiley, L.L.P. as a name partner in 1981 and built the firm's extensive telecommunications practice. During her 15 years with the firm, she represented clients in the telecommunications industry, helping them to develop their business strategies and assisting them before regulatory and legislative forums. Her clients included Mr. Lovelady's companies and other entrepreneurial telecommunications start-up companies, Time Warner, Texas Cable TV Association, Texas Daily Newspaper Association, Texas Press Association, Cox Newspapers, Texas Association of Long Distance Companies and numerous other interests. Ms. Smiley is recognized throughout the state as one of the most knowledgeable regulatory and policy lawyer/analysts in the telecommunications industry. Ms. Smiley is a prominent civic leader. Currently, she is Vice Chairman and a member of the Board of Regents of the University of Texas System.

In October, 1995, Ms. Smiley withdrew from her law firm in order to focus her efforts on the Lovelady business interests. Pursuant to her consulting contract, she provides strategic planning, advice and counsel concerning legislative, regulatory and market implications for the Company.

#### Henry Jacobsen

Henry Jacobsen is the Company's Chief Engineer and has 30 years of telecommunications industry experience. Prior to joining the Company, he was Director of Facilities Planning at LDDS (now WorldCom), where he was responsible for the overall network management and administration of the fourth largest long distance network in the country carrying 3 billion minutes of traffic per month. He led a team of up to 75 engineers that was responsible for capacity administration of the second largest fiber optics network in the United States. Prior to joining LDDS, he was President of Comcon, a general communications consulting and contracting firm. From 1982 until starting Comcon in 1990, he held various telecommunications positions with Saudi Aramco in Dhahran. From 1976 to 1982, he was a member of the Technical Staff at Bell Labs. He has a Master's degree in electrical engineering with extensive post-graduate studies in Operations and Research. He is a senior member of the IEEE and a registered Professional Engineer.

#### Michael Wilfley

Michael Wilfley is the Company's Chief Financial Officer. Mr. Wilfley has served as the Chief Financial Officer for various operating companies for the past twelve years. He is a graduate of the University of Texas at Austin, a Certified Public Accountant and a member of the Financial Executives Institute. His past responsibilities have also included risk management, management information systems, investor relations, human resources and accounting operations.

### Neal Parker

The Company's Network Operations Department is led by Neal Parker who has 19 years of experience in the industry. Mr. Parker began his career in the United States Air Force as an electronics communications and cryptographic equipment systems technician. He is knowledgeable in all phases of data and voice encrypted communications equipment installation and repair. Mr. Parker worked for several other long distance companies as technical manager of operations and has supervised the day-to-day operations of nationwide network switching centers. He also has experience in the construction and operation of a 200-mile fiber optic network and 7-site 6/Ghz digital microwave system. Mr. Parker previously managed local telephone service operations for Central Bell, including critical operations for police and fire systems.

### Gary Gibbs

The Company's Provisioning and Planning Department is managed by Gary Gibbs. Mr. Gary Gibbs' 22-year career in the industry started with Mission Control during the Skylab program. He worked for Southwestern Bell and Occidental Petroleum, and served Houston Network as technical manager of network operations and network planning.

### Bob Walsh

Bob Walsh is the Company's Chief Information Officer. He has over 20 years experience in the computer and data communications fields. He has Master's degrees in both Electrical Engineering and Management. Before joining the Company he worked at several companies including Texas Instruments' Defense Systems Division where he was lead engineer on a classified real time computer project. Bob led the development of the Company's internal computer networks and its expansion, and the birth of the Company's wholesale Internet business.

### Ted Parsons

Ted Parsons is the Company's Vice President of Sales, Marketing and Product Management. Mr. Parsons has over 20 years experience in sales, marketing and in management, including 10 years of experience in the telecommunications industry. Mr. Parsons has a Bachelors Degree in Marketing from the University of Mississippi. Before joining the Company he completed the successful sale of his former switch-based communications company located in Jackson, Mississippi, to ITC^DeltaCom. Mr. Parsons was the founder and President of his company, I.T. GROUP Communications, and built a prominent switch-based communications company from 1992 through 1998, with FGD network deployment throughout seven states. Mr. Parsons was responsible for the overall direction and operations of the company, which included the sales and marketing strategy, as well as creating all products, services and marketing collateral. Mr. Parsons directs the Company's sales, marketing and carrier services organization and coordinates the operations of contributing organizations within the company that support new sales and existing revenue.



### Gary L. Mann

Gary L. Mann is the Company's Vice President - Governmental Affairs. He is responsible for developing the firm's positions on regulatory issues, implementing the firm's regulatory policies and coordinating governmental relations. He acts as the regulatory liaison with industry organizations and supervises the regulatory compliance and tariff administration for the Company and its subsidiaries. Mr. Mann is currently President of TEXALTEL (a Texas association of competitive telecommunications providers) and a past member of the Board of Directors of the Competitive Telecommunications Association (CompTel).

Mr. Mann's expertise encompasses access, long distance, private line, cellular, local exchange and competitive services. He has a B.S. degree in Applied Mathematics from the University of Missouri-Rolla and a J.D. from Oklahoma City University. He has over 30 years of experience in equipment engineering, transmission engineering, facility planning, cost development and tariff administration. He has worked for Southwestern Bell Telephone Co.; IXC Communications, Inc.; Advanced Communications Group, Inc.; and, as an attorney in private practice where he concentrated in the areas of telecommunications and business law.

### Mike Rainosek

Mike Rainosek is Director and Company's Senior Financial Analyst. He has been instrumental in developing the Company's financial relationships. He managed the start-up of the Internet department and included establishment of retail and wholesale products for both the Internet and dial around services. He also managed construction of the Company's home office.

### Alan Rainosek

Alan Rainosek manages the Information Management Department and the daily data processing operations associated with network switching, provisioning and planning, customer service, accounting, marketing and billing. Mr. Rainosek is knowledgeable of information systems needed to support local service. He developed the Company proprietary customer service software and migrated the toll rating system from HP 9000 system to a PC based environment which dramatically increased the Company's efficiency. Mr. Rainosek's expertise has been instrumental in the Company's rapid growth. Because telecommunications is an extremely data-intensive industry, the Company is fortunate to have a staff with 25 years of experience in the local exchange industry and 44 years of combined telecommunications programming experience.

### Ann Benolken

The Company's General Counsel, Ann Benolken, has more than 10 years of legal experience in the telecommunications industry. She has represented private and public telecommunications companies in a variety of domestic and international business transactions, including acquisitions, loan transactions, mergers, and securities and franchise offerings. Ms. Benolken began her legal career with a large Denver, Colorado firm representing several of the world's largest cable television companies. Subsequently, while a partner of Bickerstaff, Heath & Smiley, L.L.P. in Austin, Texas, she represented several telecommunications companies, including the Company.

### Gary McBryde

The Company's Human Relations Department is managed by Gary McBryde. His 15 years of experience ranges from development of vocational services to directing the organizational development of 250 employees. Mr. McBryde has been instrumental in recruiting the Company's current staff.

### Carletta Morris

Carletta Morris directs Golden Harbor's Customer Service and Marketing group. Ms. Morris has more than 25 years of multi-faceted advertising experience, including print, broadcast and video. Her talent in creating and designing marketing programs for new services from concept-to-implementation has been utilized by long distance companies, institutions, utilities, retail establishments and manufacturers.

**EXHIBIT 3**

**Audited Financial Statements  
of Golden Harbor's Parent Company, Thrifty Call, Inc.**

*[Confidential and Proprietary]*

**EXHIBIT 5**

**Sample Customer Bill**



Page Number  
Account Number  
Invoice Number  
Billing Date

Balance Forward	Credits/ Adjustments	Payments	Current Charges	Total Amount Due	Due Date
	0.00				05/26/1999

Balance Forward

Total Payments

Thank you for your payment.

Current Charges (See Summary of Charges)

Local Service

FCC Approved Line Charge

Taxes and Surcharges

Total Current Charges

Total Amount Due by 05/26/1999

*Thank you for providing Golden Harbor with the opportunity to serve as your local telephone service provider.*

*If you have any questions regarding your services or billing, please contact our Commercial Services group at 1-800-311-7127.*

For Billing Inquiries, contact us at 1-800-311-7127.

*Please detach and return this portion with your payment*

Account Number	Invoice Number	Billing Date	Due Date	Total Amount Due	Total Amount Paid
000001533	000000020	04/26/1999	05/26/1999		\$ _____

Send Payments to:  
Golden Harbor of  
401 CARLSON CIRCLE  
SAN MARCOS, TX 78666

*Please make address changes below.*



**GOLDEN HARBOR™**

a wholly owned subsidiary of Thrifty Call, Inc.

- - Summary of Charges - -

Balance Forward

Payments

Invoice 000000016 Chk 6720 Posted 04/26

Invoice 000000014 Chk 6652 Posted 03/30

Total Payments

Current Charges

Local Service

Business Local Dial Tone 1 Party

04/26/1999 - 05/25/1999

Business Local Dial Tone Multi Line

04/26/1999 - 05/25/1999

Touch Tone Calling Service

04/26/1999 - 05/25/1999

Local Service Total

FCC Approved Line Charge

FCC Approved Customer Line Charge

FCC Approved Line Charge Total

Taxes and Surcharges

Federal Excise Tax

State Tax

911 Service Fee

Texas Infrastructure Fund

Texas Universal Service Fund

Texas Gross Receipts Assessment

Federal Universal Service Fund

Taxes and Surcharges Total

Total Charges

Total Current Charges

Total Balance Due

Payment Due By 05/26/1999

Page Number

Account Number

Invoice Number

Billing Date

**EXHIBIT 6**

**Proposed Local Exchange Tariff**

REGULATIONS AND RATES  
for END USER

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

GOLDEN HARBOR OF TENNESSEE, INC.

WITHIN TENNESSEE

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President



---

### CHECK SHEET

The pages listed below are effective as of the date shown. The original and revised pages contain all changes from the original tariff in effect on the date shown on each page.

<u>Page</u>	<u>Revision</u>		<u>Page</u>	<u>Revision</u>	
<u>Section 1</u>			<u>Section 3</u>		
1	Original	*	1	Original	*
2	Original	*	<u>Section 4</u>		
3	Original	*	1	Original	*
4	Original	*	2	Original	*
<u>Section 2</u>			<u>Section 5</u>		
1	Original	*	1	Original	*
2	Original	*	2	Original	*
3	Original	*	3	Original	*
4	Original	*	4	Original	*
5	Original	*	5	Original	*
6	Original	*	6	Original	*
7	Original	*	7	Original	*
8	Original	*	8	Original	*
9	Original	*	9	Original	*
10	Original	*	10	Original	*
11	Original	*	11	Original	*
12	Original	*	12	Original	*
13	Original	*	13	Original	*
14	Original	*	14	Original	*
15	Original	*	15	Original	*
16	Original	*	16	Original	*
17	Original	*	17	Original	*
18	Original	*	18	Original	*
19	Original	*	19	Original	*
20	Original	*	20	Original	*
21	Original	*	21	Original	*
22	Original	*	22	Original	*
23	Original	*	23	Original	*
24	Original	*	24	Original	*
25	Original	*	25	Original	*
26	Original	*	26	Original	*
27	Original	*			
28	Original	*			
29	Original	*			
30	Original	*			

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**CHECK SHEET (continued)**

<u>Page</u>	<u>Revision</u>		<u>Page</u>	<u>Revision</u>	
<u>Section 5, (cont'd.)</u>			<u>Section 8</u>		
27	Original	*	1	Original	*
28	Original	*	2	Original	*
29	Original	*	3	Original	*
30	Original	*			
<u>Section 6</u>			<u>Section 9</u>		
1	Original	*	1	Original	*
2	Original	*	2	Original	*
3	Original	*	3	Original	*
4	Original	*			
5	Original	*	<u>Section 10</u>		
6	Original	*	1	Original	*
7	Original	*			
8	Original	*	<u>Section 11</u>		
9	Original	*	1	Original	*
10	Original	*	2	Original	*
11	Original	*	3	Original	*
12	Original	*	4	Original	*
13	Original	*	5	Original	*
14	Original	*	6	Original	*
15	Original	*	7	Original	*
16	Original	*			
17	Original	*			
18	Original	*			
<u>Section 7</u>					
1	Original	*			
2	Original	*			
3	Original	*			
4	Original	*			
5	Original	*			

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

TABLE OF CONTENTS

Description

CHECK SHEET ..... 1

TABLE OF CONTENTS ..... 3

EXPLANATION OF SYMBOLS ..... 4

APPLICATION OF TARIFF ..... 5

1.0 - DEFINITIONS

2.0 - RULES AND REGULATIONS

3.0 - SERVICE AREAS

4.0 - SERVICE CHARGES

5.0 - NETWORK SERVICE DESCRIPTIONS

6.0 - LOCAL SERVICES PRICE LIST

7.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.0 - LOCAL OPERATOR SERVICES

9.0 - MISCELLANEOUS SERVICES

10.0 - PROMOTIONAL OFFERINGS, VOLUME AND TERM DISCOUNTS

11.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS

---

**EXPLANATION OF SYMBOLS**

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**APPLICATION OF TARIFF**

This tariff contains the service offerings, rates, terms and conditions for the Company's telecommunications services offered within Tennessee.

The services provided under this tariff initially contemplate the resale of services provided by the incumbent local exchange carrier until the Company can construct its own facilities; and, certain services described under this tariff may not be available until the Company constructs the required facilities. Accordingly, services offered under this tariff are subject to Section 2.1.2 regarding the availability of facilities.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

## SECTION 1.0 - DEFINITIONS

For the purpose of this tariff, the following definitions apply:

**Advance payment** is a part or all of a payment required before the start of service.

**Authorized user** is a person, firm or corporation that is allowed to use the customer's service with the consent of the customer.

**Automatic number identification (ANI)** is the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party customer. The primary purpose of ANI is for billing toll calls.

**Bit** is the smallest unit of information in the binary system of notation.

**Call Rescue** allows the customer to specify subsequent routing of an incoming call when the call encounters a busy or no answer condition at the initial forwarded-to location.

**Company** refers to Golden Harbor of Tennessee, Inc. unless otherwise indicated.

**Customer or subscriber** is the person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

**Customized Local Access Signaling Service (CLASS)** refers to advanced customer calling features such as automatic call back, selective call rejection and distinctive ringing.

**Deposit** is the cash or equivalent of cash security held as a guarantee for payment of the charges.

**DID trunk** is a form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of an operator.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 1.0 - DEFINITIONS (continued)**

**Direct inward dial (DID)** is a service attribute that routes incoming calls directly to stations, by-passing a central answering point.

**Direct outward dial (DOD)** is a service option that allows individual station users to access and dial outside numbers directly.

**End office** is a location where the Company's switch is installed. The switch is assigned an NPA-NXX code and is the point of interconnection for that NPA-NXX code listed in the Local Exchange Routing Guide.

**End user** is a customer, joint user or any other person authorized by a customer to use service provided under this tariff.

**Exchange** is a geographical area established for the rating of telecommunications.

**Exchange telephone company or telephone company** is any individual, partnership, association, joint-stock company, trust or corporation authorized by the state regulatory authority to provide public switched communications throughout an exchange area or between exchange areas.

**Flat rate basis** is a classification of service for which a fixed charge is made, regardless of the usage.

**Hearing impaired** refers to all persons with communication impairments, including the hearing impaired, deaf, deaf/blind and speech impaired whose impairment prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

**Hunting** is the routing a call to an idle station line in a prearranged group when the called station line is busy.

**Integrated Services Digital Network (ISDN)** is a switched network service that provides end-to-end digital connections for the simultaneous transmission of voice and data. Basic rate interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D). Primary rate interface - ISDN (PRI-ISDN) provides a digital transmission of 23 bearer channels and one data channel (23+D).

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 1.0 - DEFINITIONS (continued)**

**IXC or interexchange carrier** is a long distance telecommunications services provider that furnishes services between exchange areas.

**Joint user** is a person, firm or corporation that shares the customer's service under a specific contract and in accordance with its provisions.

**Local access and transport area (LATA)** is a geographical area established under the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192, or any other geographic area designated as a LATA in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

**Local calling** is a completed call or telephonic communications between a calling station and any other station within the local service area of the calling station.

**Monthly recurring charges** are those monthly charges to the customer for services, facilities or equipment which continue and are billed to the customer each month for the duration of the service.

**Nonrecurring charge (NRC)** is the initial charge, usually assessed on a one-time basis, to install equipment and facilities to establish service.

**Numbering plan area (NPA)** is the same as an area code.

**PBX** means private branch exchange

**Presubscription** is an arrangement whereby a customer may select and designate to the Company a carrier he or she wishes to access, without an access code, for completing intraLATA and/or interLATA toll calls. The selected carrier is referred to as the Primary or Pre-subscribed Interexchange Carrier (PIC).

**Recurring charges** are the same as monthly recurring charges.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President



---

**SECTION 1.0 - DEFINITIONS (continued)**

**Service commencement date** is the first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the customer's refusal to accept service which does not conform to standards in the service order or this tariff, in which case the service commencement date is the date of the customer's acceptance. The Company and customer may mutually agree on a substitute service commencement date.

**Service order** is the written request for network services executed by the customer and the Company. The signing of a service order by the customer and acceptance by the Company begins the respective obligations of the parties in that order and under this tariff. The duration of the service is calculated from the service commencement date.

**Shared** refers to a facility or equipment system that can be used simultaneously by several customers.

**Station** refers to telephone equipment from or to which calls are placed.

**TRA** refers to the Tennessee Regulatory Authority, unless otherwise indicated.

**Trunk** is a communications path connecting two switching systems in a network, used in the establishment of an end to end communication.

**Two-way** service includes both outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

**Usage based charges** are rates for minutes or messages traversing over local exchange facilities.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 2.0 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

The Company undertakes to furnish communications service under the terms of this tariff with one-way and two-way information transmission originating from and terminating to points within Tennessee.

**2.1.2 Shortage of Equipment or Facilities**

- A.** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B.** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.1 Undertaking of the Company (continued)**

**2.1.3 Terms and Conditions**

- A. Service is provided for a minimum period of thirty days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Customers may be required to enter into written or oral service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the service, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in the tariff, at the expiration of the initial term specified in each service order, or in any extension of the service order, service shall continue on a month-to-month basis at the then current rates, unless terminated by either party upon 30 days notice. Any termination shall not relieve the customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. This tariff shall be interpreted and governed by the laws of Tennessee without regard to any choice of laws provision under a written contract or service order.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.1 Undertaking of the Company (continued)**

**2.1.3 Terms and Conditions (continued)**

- E.** Other carriers may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- F.** To the extent that either the Company or any other carrier exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other carrier shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- G.** The Company reserves its rights, as permitted under existing TRA rules, to establish service packages specific to a particular customer. These contracts may or may not be associated with volume or term discounts.
- H.** The customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.1 Undertaking of the Company (continued)**

**2.1.4 Limitations on Liability**

- A.** In view of the fact that the customer has exclusive control of his communications over the facilities furnished him by the Company, and other uses for which facilities may be furnished him by the Company, and because of the unavoidableness of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the regulations and limitations specified herein.
- B.** The Company's failure to provide or maintain facilities under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's reasonable control, subject to the interruption allowance provisions under this tariff.
- C.** Defacement of premises - No liability shall attach to the Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
- D.** Indemnification - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit by a customer or by any others, the customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company's equipment, facilities and associated wiring of the customer's premises and further the customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the customer; and against all other claims arising out of any act or omission of the customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.1 Undertaking of the Company (continued)**

**2.1.4 Limitations on Liability (continued)**

- E. The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the Company's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the customer under this tariff as an allowance for interruptions. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the customer, or authorized user, or joint user, or which arise from the use of customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- F. The Company shall not be liable for any damages, including usage charges, that the customer may incur as a result of the unauthorized use of authorization codes or communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the customer's premises, and the placement of calls through equipment controlled and/or provided by the customer, that are transmitted over the Company's network without the authorization of the customer. The customer shall be fully liable for all such usage charges.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.1 Undertaking of the Company (continued)**

**2.1.4 Limitations on Liability (continued)**

- G.** Directory Errors - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or any others, for damages arising from errors or omissions in the making up or printing of its directories or in accepting listings as presented by customers or prospective customers, the Company's liability, if any, shall not exceed the amount paid for local exchange service during the period covered by the directory in which the error or omission occurred.
- H.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- I.** The Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- J.** Failure by the Company to assert its rights under a provision of this tariff does not preclude the Company from asserting its rights under other provisions.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.1 Undertaking of the Company (continued)**

**2.1.4 Limitations on Liability (continued)**

**K. With respect to Emergency Number 911 Service:**

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits, or any liability whatsoever, whether suffered, made instituted or asserted by the customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the customer, its users, agencies, or municipalities, or the employees or agents of any one of them.
3. When a customer with a non-published telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the customer acknowledges and agrees with the release of information as described above.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President



---

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.1 Undertaking of the Company (continued)**

**2.1.5 Notification of Service-Affecting Activities**

The Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual customer but affect many customers' services. No specific advance notification period applies to all service activities. The Company will work cooperatively with the customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the customer may not be possible.

**2.1.6 Provision of Equipment and Facilities**

- A.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the customer. The customer may not nor may the customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- B.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the customer.
- C.** Equipment the Company provides or installs at the customer premises shall not be used for any purpose other than that for which the equipment is provided.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.1 Undertaking of the Company (continued)**

**2.1.6 Provision of Equipment and Facilities (continued)**

- D.** Except as otherwise indicated, customer provided station equipment at the customer's premises for use with this service shall be so constructed, maintained and operated as to work satisfactorily with the Company's facilities.
- E.** The Company shall not be responsible for the installation, operation, or maintenance of any customer provided communications equipment. Where such equipment is connected to the facilities furnished under this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

  - 1.** the through transmission of signals by customer provided equipment or for the quality of, or defects in, such transmission; or
  - 2.** the reception of signals by customer-provided equipment; or
  - 3.** network control signaling where such signaling is performed by customer-provided network control signaling equipment.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.1 Undertaking of the Company (continued)**

**2.1.7 Non-routine Installation**

At the customer's request, installation or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays or night hours, additional charges may apply.

**2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable effort basis at the customer's request. Special construction is construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.1 Undertaking of the Company (continued)**

**2.1.9 Ownership of Facilities**

Title to all facilities provided under this tariff remains in the Company, its partners, agents, contractors or suppliers.

**2.2 Prohibited Uses**

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the TRA's regulations, policies, orders and decisions.
- 2.2.3** The Company may block any signals being transmitted over its network by customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A customer or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a customer to transfer its existing service to another entity if the existing customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.3 Obligations of the Customer**

**2.3.1 General**

The customer shall be responsible for:

- A.** the payment of all applicable charges under this tariff;
- B.** reimbursing the Company for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the customer; or the non-compliance by the customer, with these regulations; or by fire or theft or other casualty on the customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C.** providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D.** obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide communications services to the customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1 C. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the customer; the Company may require the customer to demonstrate its compliance with this section prior to accepting an order for service.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.3 Obligations of the Customer (continued)**

**2.3.1 General (continued)**

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment; the customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company; the customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any customer premises or the rights-of-way for which customer is responsible under Section 2.3.1D.; and granting or obtaining permission for Company agents or employees to enter the premises of the customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer; no allowance will be made for the period during which service is interrupted for such purposes; and,
- I.** taking all steps necessary to cancel or otherwise discontinue any service to be replaced by a Golden Harbor of Tennessee, Inc. service as described herein.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.3 Obligations of the Customer (continued)**

**2.3.2 Liability of the Customer**

- A.** The customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the customer as described in Subsection A, preceding, the customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party under this or any other tariff of the Company, or otherwise, for any interruption of, interference with, or other defect in any service provided by the Company to such third party.
- C.** The customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.4 Customer Equipment and Channels**

**2.4.1 General**

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

**2.4.2 Station Equipment**

- A.** Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- B.** The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense, subject to prior customer approval of the equipment expense.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President



---

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.4 Customer Equipment and Channels (continued)**

**2.4.3 Inspections**

- A. Upon suitable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements under Section 2.4.2 B for the installation, operation, and maintenance of customer-provided facilities, equipment, and wiring in the connection of customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the customer promptly if there is any need for further corrective action. Within ten days of receiving such notice, the customer must take this corrective action and notify the Company of the action taken. If the customer fails to take corrective action, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C. If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down customer's service immediately, with no prior notice required.

**2.4.4 Interconnection of Facilities**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the customer's expense.
- B. Service provided herein may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to customer-provided terminal equipment in accordance with the provisions of this tariff.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.5 Customer Deposits and Advance Payments**

**2.5.1 Advance Payments**

To safeguard its interests, the Company may require a customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to one month's estimated billing, upon which the advance can be collected and subsequently rebilled. In addition, the advance payment may also include an amount equal to the estimated nonrecurring charges and recurring charges for a period to be set between the Company and the customer. The advance payment will be credited to the customer's next bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.5 Customer Deposits and Advance Payments (continued)**

**2.5.2 Deposits**

- A.** To safeguard its interests, the Company may require the customer to make a deposit to be held as a guarantee for the payment of charges under TRA rules. A deposit may be required if the customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment. The deposit will not exceed an amount equal to:
1. two regular billing periods; or
  2. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable. Such a deposit will not exceed an amount for two months' service. In addition, the Company shall be entitled to require such an applicant or customer to pay all his or her bills within a specified period of time, and to make such payments in cash or cash equivalent. At the Company's option, the deposit may be refunded to the customer's account at any time. The Company also reserves the right to cease accepting and processing service orders after it has requested a security deposit and prior to the customer's compliance with such request.
- B.** Upon discontinuance of service, the Company shall promptly and automatically refund the customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- C.** Deposits held for customers in excess of \$20.00 will accrue interest annually in accordance with TRA rules, at a rate specified by the TRA. Upon request of the customer, accrued interest shall be annually credited to the customer by deducting such interest from the amount of the next bill for service following the accrual date.
- D.** The Company shall annually and automatically refund the deposits of customers who have paid bills for 12 consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.6 Payment Arrangements**

**2.6.1 Payment for Service**

The customer is responsible for the payment of all charges for facilities and services furnished by the Company to the customer.

The customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Tennessee gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those customers residing in the affected jurisdictions. It shall be the responsibility of the customer to pay any such taxes that subsequently become applicable retroactively.

Certain telecommunications services, as defined in the Tennessee statutes, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Tennessee, or both, and are charged to a customer's telephone number or account in Tennessee.

**2.6.2 Billing and Collection of Charges**

The customer is responsible for payment of all charges incurred by the customer or other users for services and facilities furnished to the customer by the Company.

- A. Nonrecurring charges are due and payable upon receipt of the Company's invoice by the customer.
- B. The Company shall present invoices for recurring charges monthly to the customer, in advance of the month in which service is provided, and recurring charges shall be due and payable upon receipt. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.6 Payment Arrangements (continued)**

**2.6.2 Billing and Collection of Charges (continued)**

- D.** Customer billing will begin on the service commencement date, which is the day the Company notifies the customer that the service or facility is available for use, except that the service commencement date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards under this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E.** If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company until the bill is paid in full.
- F.** The customer should notify the Company of any disputed items on an invoice within 30 days of receipt of the invoice. If the customer and the Company are unable to resolve the dispute to their mutual satisfaction, the customer may file a complaint with the TRA under the TRA's rules of procedure. The address of the TRA is as follows:

Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505  
Phone: (615) 741-2904  
Fax: (615) 741-5015
- G.** If service is disconnected by the Company under Section 2.6.3 and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company under Section 2.6.3 and later restored, restoration of service will be subject to the rates in Section 4.3.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.6 Payment Arrangements (continued)**

**2.6.3 Discontinuance of Service for Cause**

The Company may discontinue service under this section. Customers will be given five days written notice prior to discontinuance unless otherwise indicated.

After discontinuing service, the Company may declare all future monthly and other charges which would have been payable by the customer during the remainder of the term for which such services would have otherwise been provided to the customer to be immediately due and payable. These remedies are in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

The Company may discontinue service:

- A. upon nonpayment of any amounts owing to the Company; it may discontinue or suspend service without incurring any liability;
- B. upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period;
- C. upon condemnation of any material portion of the facilities used by the Company to provide service to a customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the customer, may discontinue or suspend service without incurring any liability;
- D. upon the customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability;
- E. upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of law or regulation, the Company may immediately discontinue service without incurring any liability;

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.6 Payment Arrangements (continued)**

**2.6.3 Discontinuance of Service for Cause (continued)**

- F.** without notice in the event of fraudulent or unauthorized use of the Company's network; the customer will be liable for all related costs including payment of any reconnection charges;
- G.** without notice if customer use of equipment or services in such a manner as to adversely affect or disrupt the Company's service to others;
- H.** without notice in the event of tampering with the equipment or services furnished by the Company.
- I.** The customer is responsible for providing adequate access lines to enable the Company to terminate all toll-free (i.e., 800/888) service calls to the customer's telephone equipment. If the customer has insufficient access lines on which to terminate 800 service calls, the Company reserves the right to request the customer to add additional lines for call terminations. If, after 90 days, the customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the customer's 800 service, with 30 days prior written notice.
- J.** In addition, the Company shall be entitled to require such an applicant or customer to pay all his or her bills within a specified period of time, and to make such payments in cash or cash equivalent. The Company also reserves the right to cease accepting and processing service orders after it has requested a security deposit and prior to the customer's compliance with such request.
- K.** Existence of a condition that is dangerous or hazardous to life, physical safety or property.
- L.** An order by a court, or any other duly authorized public authority.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.6 Payment Arrangements (continued)**

**2.6.4 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company thirty days' notice of desire to terminate service.

**2.6.5 Cancellation of Application for Service**

- A.** Where the Company permits the customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B.** Where, prior to cancellation by the customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the customer had service begun.
- C.** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D.** The charges described above will be calculated and applied on a case-by-case basis.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President



---

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.6 Payment Arrangements (continued)**

**2.6.6 Changes in Service Requested**

If the customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the customer's installation fee shall be adjusted accordingly.

**2.6.7 Bad Check Charge**

A service charge equal to \$20.00 will be assessed for all checks returned by a bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution. Such assessment shall comply with Tennessee law.

**2.7 Allowances for Interruptions in Service**

**2.7.1 General**

- A.** A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the customer, e.g., the customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B.** An interruption period begins when the customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.7 Allowances for Interruptions in Service (continued)**

**2.7.1 General (continued)**

- C. If the customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the customer.

**2.7.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- A. due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the customer;
- B. due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. due to circumstances or causes beyond the reasonable control of the Company;
- D. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.7 Allowances for Interruptions in Service (continued)**

**2.7.2 Limitations of Allowances (continued)**

- E.** during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- F.** that occurs or continues due to the customer's failure to authorize replacement of any element of special construction; and
- G.** that was not reported to the Company within 30 days of the date that service was affected.
- H.** A service will not be deemed to be interrupted if a customer continues to voluntarily make use of the such service. If the service is interrupted, the customer can get a service credit, use another means of communications provided by the Company (under Section 2.7.3), or utilize another service provider;

**2.7.3 Use of Another Means of Communications**

If the customer elects to use another means of communications during the period of interruption, the customer must pay the charges for the alternative service used.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.7 Allowances for Interruption in Service (continued)**

**2.7.4 Application of Credits for Interruptions in Service**

- A.** If a customer's service is interrupted other than by the negligence or willful act of the customer, and it remains out of order for eight normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the customer shall be a pro rata part of the month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
- B.** For calculating credit allowances, every month is considered to have 30 days.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.8 Cancellation of Service/Termination Liability**

If a customer cancels a service order or terminates services before the completion of the term or where the customer breaches the terms in the service contract, the customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period under Section 2.6.2.

**2.8.1 Termination Liability**

Customer's termination liability for cancellation of service shall be equal to:

- A.** all unpaid nonrecurring charges reasonably expended by the Company to establish service to customer, plus;
- B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of customer, plus;
- C.** all recurring charges specified in the applicable service order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D.** minus a reasonable allowance for costs avoided by the Company as a direct result of customer's cancellation.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.9 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

**2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network**

- A. The customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the customer's request, which enables the customer or authorized user to place calls over the network and to have the charges for such calls billed to the customer's account.  
  
An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- C. The customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss or theft.
- D. The customer is responsible for payment of all charges for calling card services furnished to the customer or to users authorized by the customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the customer's service or customer-provided equipment by third parties, the customer's employees, or the public.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.10 Transfers and Assignments**

Neither the Company nor the customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to (a) any subsidiary, parent Company or affiliate of the Company; (b) under any sale or transfer of substantially all the assets of the Company; or (c) under any financing, merger or reorganization of the Company.

**2.11 Notices and Communications**

**2.11.1** The customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that customer may also designate a separate address to which the Company's bills for service shall be mailed.

**2.11.2** The Company shall designate on the service order an address to which the customer shall mail or deliver all notices and other communications. Notices and other communications may be delivered to Company at:

Golden Harbor of Tennessee, Inc.  
401 Carlson Circle  
San Marcos, TX 78666  
Customer Service: 1-800-230-4576

The Company may designate a separate address on each bill for service to which the customer shall mail payment on that bill.

**2.11.3** Except as otherwise stated in this tariff, all notices or other communications required to be given under this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

**2.11.4** The Company or the customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 3.0 - SERVICE AREAS**

**3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in non-rural areas currently served by BellSouth and Sprint.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President



---

## SECTION 4.0 - SERVICE CHARGES AND SURCHARGES

### 4.1 Service Order and Change Charges

Nonrecurring charges apply to process service orders for new service, for changes in service and for changes to the customer's primary interexchange carrier (PIC) code.

#### 4.1.1 In BellSouth and Sprint Service Areas

	<u>Nonrecurring Charge</u>
Service order	
new service	\$ 52.50
rearrangements or changes	\$ 42.00
PIC change, per line, trunk or port	\$ 5.00
Line connection charge for new service	
first line	\$ 52.50
per additional line, same order	\$ 28.00
Line change charge for rearrangements or changes, per line	\$ 42.00

### 4.2 Maintenance Visit Charges

Maintenance visit charges apply when the Company dispatches personnel to a customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the customer when the trouble is found to be caused by the customer's facilities.

Maintenance visit charges will be credited to the customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the maintenance visit charges is applied will commence when Company personnel are dispatched to the customer premises and end when work is completed. The rates for maintenance of service vary by time per customer request.

Duration of time, per technician

	<u>Rate</u>
Initial 15 minute increment	\$24.00
Each additional 15 minute increment	\$ 9.00

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 4.0 - SERVICE CHARGES AND SURCHARGES (continued)**

**4.3 Restoration of Service**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. Additionally, the customer will be required to make satisfactory arrangements as to the payment of out-standing charges, and may also be required, if considered necessary by the Company, to make a deposit in accordance with section 2.5.2. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Rate</u>
Per occasion	\$35.00

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

## **SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS**

### **5.1 General**

#### **5.1.1 Services Offered**

The following network services are available to all customers.

Standard Local Service  
PBX Trunk Service  
Direct Inward Dial (DID) Service  
Optional Calling Features  
ISDN Service - Basic Rate and Primary Rate  
Listing Services (including Non-published and Non-list Services)  
Directory Assistance  
Operator Services  
Special Construction and Arrangements

#### **5.1.2 Application of Rates**

All services offered in this tariff are subject to service order and change charges where the customer requests new services or changes in existing services, as well as indicated nonrecurring and monthly recurring charges.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (continued)**

**5.2 Standard Local Service**

The Standard Local Service provides a customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Local Service lines are provided for the connection of customer-provided wiring and FCC Part 68 approved devices.

Touch-tone service is also included as a basic feature of this service. An optional per-line hunting feature is available for multiline customers which routes a call to an idle station line in a prearranged group when the called station line is busy. Where facilities permit, more than one type of optional hunting arrangement may be provided.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate basis.

Standard Local Service provides a customer with the ability to connect to the Company switching network which enables the customer to:

- (a) place or receive calls to any calling station in the local calling area;
- (b) access Enhanced 911 Emergency Service;
- (c) access the interexchange carrier selected by the customer for interLATA, intraLATA, interstate or international calling;
- (d) access Operator Services;
- (e) access Directory Assistance for the local calling area;
- (f) place or receive calls to 800 telephone numbers;
- (g) access Telephone Relay Service.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

## **SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (continued)**

### **5.4 PBX Trunk Service**

Basic PBX Trunk Service provides a customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic trunks are provided for connection of customer-provided private branch exchanges to the public switched telecommunications network. Each basic PBX trunk is provided with touch tone signaling and may be configured into a hunt group at no additional charge with other Company-provided basic PBX trunks. The signal is an analog signal at the voice grade level.

PBX Trunk Service provides a customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Trunks are provided for connection of customer provided PBXs or other station equipment to the public switched telecommunications network.

PBX Trunks are available to customers as inward, outward or two-way combination trunks where services and facilities permit.

### **5.5 Direct Inward Dial (DID) Service**

Direct inward dial (DID) service permits calls incoming to a PBX system or other customer premises equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the customer's responsibility.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)**

**5.6 Optional Calling Features**

The features listed in this tariff are offered to customers either under the Standard Local Service, Enhanced Local Service or as options. For the option service price lists see Section 6.

**5.6.1 Feature Descriptions**

- A. Anonymous Call Rejection** permits the end user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand alone feature or as an add-on to Caller ID Deluxe.
- B. Call Block** allows the end-user to automatically block incoming calls from up to twelve end user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- C. Call Forwarding Busy Line - Basic** permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.
- D. Call Forwarding Busy Line with Customer Control** permits the forwarding of incoming calls when the end user's line is busy. The forwarded number is fixed by the end user service order. The end-user has the ability to turn the feature on or off.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)**

**5.6 Optional Calling Features (continued)**

**5.6.1 Feature Descriptions (continued)**

- E. Call Forwarding Don't Answer - Basic** permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- F. Call Forwarding Don't Answer with Customer Control** permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding is fixed by the service order. The end-user has the ability to turn the feature on or off.
- G. Call Forwarding Variable** permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation. The end-user must dial an activation code from his/her exchange line along with the forward-to number, and the forward-to-number must answer the call in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- H. Call Forwarding Variable - Remote Access** permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to (1) dial a special access number, (2) enter their seven-digit telephone number and (3) enter a personal identification number prior to forwarding their calls.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)**

**5.6 Optional Calling Features (continued)**

**5.6.1 Feature Descriptions (continued)**

- I. Call Return** allows the customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The customer is alerted with a distinctive ringing pattern when the busy number is free. When the customer answers the ring, the call is then completed.
- J. Call Tracing** allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number and can then be provided to appropriate authorities. The service is rated on a per call traced basis.
- K. Call Waiting - Basic** provides a tone signal to indicate to a customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the customer disconnects from the call.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President



---

**SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)**

**5.6 Optional Calling Features (continued)**

**5.6.1 Feature Descriptions (continued)**

- L. Call Waiting - Deluxe** allows the end-user to control the treatment applied to incoming calls while the customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

Answer the waiting call and placing the first party on hold;  
Answer the waiting call and disconnecting from the first party;  
Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)  
Call Name Delivery

Full use of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The end user must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding Don't Answer feature active in order to forward a waiting call to another location.

- M. Caller ID - Basic** permits the end-user to view a directory number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the customer's responsibility to provide the necessary CPE.
- N. Caller ID - Deluxe** permits the end-user to view a directory name and directory number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a directory name, depending on available call data.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)**

**5.6 Optional Calling Features (continued)**

**5.6.1 Feature Descriptions (continued)**

- O. Calling Number Delivery Blocking** prevents the delivery, display and announcement of the end-user's directory number and directory name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call.
- P. Enhanced Call Forwarding (ECF)** provides customer control for call forwarding capabilities via dial-accessed voice prompt menus. Access to these menus is available from the telephone service on which the ECF feature is provided, and also from telephone services separate from that base station service. Access from separate services requires a customer-determined password (PIN). The menus provide access to the following capabilities: forwarding, speed forwarding, call rescue, ring control, audio calling name, administrative capabilities, timed forwarding and priority screening.
- Q. Enhanced Call Forwarding Plus** provides all enhanced call forwarding functions and includes an additional telephone number with directory listing and distinctive ringing (refer to Multiple Directory Number Distinctive Ringing) for calls placed to the additional number. Enhanced Call Forwarding Plus allows parties to reach the end-user's location when ECF is active and all calls to the end-users main telephone number would normally forward. Calls to the additional number do not forward even when Enhanced Call Forwarding is active.
- R. Enhanced Call Forwarding Plus with Audio Calling Name** provides all of the functions of Enhanced Call Forwarding Plus including the additional telephone number with listing and distinctive ringing (refer to Multiple Directory Number Distinctive Ringing). Also permits the end-user to receive the directory name of the party whose call was forwarded to primary number. In some situations, the end-user may hear the calling party's city and state or telephone number, depending on available call data.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)**

**5.6 Optional Calling Features (continued)**

**5.6.1 Feature Descriptions (continued)**

- S. Multiple Directory Number Distinctive Ringing** - This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to three additional numbers assigned to a single line (i.e. Distinctive Ringing - First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern, other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.
- T. Preferred Call Forwarding** permits the end-user to automatically forward to another number calls received from up to twelve end-user pre-selected telephone numbers programmed into the features screening list. The end-user controls when the feature is active, the forward-to number and can add or remove calling numbers from the feature's screening list.
- U. Repeat Dialing** permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the customer with a distinctive ringing pattern when the busy number and the customer's line are free. The customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:
- calls to 800 service numbers
  - calls to 900 service numbers
  - calls preceded by an interexchange carrier access code
  - International Direct Distance Dialed calls
  - calls to Directory Assistance
  - calls to 911
- V. Speed Calling** permits the customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight code list or a 30 code list. Code lists may include local and toll telephone numbers. The customer has the ability to add telephone numbers to or remove them from its speed calling list without the Company's help.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)**

**5.6 Optional Calling Features (continued)**

**5.6.1 Feature Descriptions (continued)**

- W. Three-Way Calling** permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.
- X. Voice Mail** provides the end-user with voice mail storage, retrieval and access with an audible (stutter dial tone) and/or visual message waiting indication that messages are waiting to be retrieved.

**5.6.2 Feature Packages**

The Feature Packages listed in this tariff are offered to customers either under the Standard Local Service, Enhanced Local Service or as options. For the Feature Package price lists see Section 6.

**A. Feature Package A**

Feature Package A includes the following optional calling features:

Call Forwarding Don't Answer - Basic  
Caller ID - Basic  
Calling Waiting - Basic  
Call Return  
Repeat Dialing  
Speed Calling (8)

**B. Feature Package B**

Feature Package B includes all of the options offered under Feature Package A plus the following additional optional calling features:

Call Forwarding Variable  
Call Waiting - Deluxe  
Caller ID - Deluxe  
Call Selector  
Three-way Calling  
Speed Calling (30)

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)**

**5.7 ISDN Services**

**5.7.1 General**

**A. Integrated Services Digital Network (ISDN)** is a digital architecture that provides an integrated voice and data capability to the customer premises, using the public switched network. ISDN distributes voice, data, video, image and facsimile by using either a Basic Rate Service (BRS) or a Primary Rate Service (PRS). These serving arrangements conform to international standards adopted by the International Telecommunications Union.

**B. Definitions Peculiar to ISDN**

**Basic Rate Service (BRS)** consists of one or two Bearer (B) channels and one Delta (D) channel on one pair of wires. BRS is offered as Single Line ISDN Service.

**B Channel** is a facility that carries circuit-switched voice or data communications at speeds up to 64 kbps, from the customer premises, over the loop facility, to the central office.

**B Channel Circuit Switched Data** provides the capability of making data calls over the public switched network. Information is transmitted the same way as digitized voice. Like a voice call, a circuit-switched data call ties up network resources for the duration of the call. Calling Line ID is provided.

**D Channel** carries signaling and packet data information, at speeds up to 16 k/bits on BRS, and signaling-only information up to 64 k/bits for Primary Rate Service, from the customer's premises to the central office. The D channel has both data and signaling functions but it does not have voice capability.

**D channel Packet-Switched Data** capability to originate and receive X.25 data calls over the D channel. Multiple data calls can be active simultaneously on a single D channel.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)**

**5.7 ISDN Services (continued)**

**5.7.1 General (continued)**

**Digital Subscriber Line** is the ISDN basic rate interface loop from the central office to the customer's premises.

**Primary Rate Service** is a 1.544 megabits per second (Mbps) service providing 23 B channels and one D channel. It is also known as 23 B+D access. The B channels carry user information such as voice calls, circuit-switched data, or video, while the D channel handles signaling or control information.

**5.7.2 Terms and Conditions**

**A. General**

1. The customer is responsible for procuring customer premises equipment (CPE) that is compatible with the ISDN digital switch serving the customer.
2. Single Line ISDN Service includes a 2B+D package. Contained in the standard package are numerous voice and data features. The standard features and functions support two terminals per BRS. Within the standard package there is limited flexibility for customization and various optional features can be added. Single Line ISDN Service does not offer B-channel packet service capabilities.
3. The Company shall terminate ISDN Services at the Company network interface.

**B. Availability**

1. Single Line ISDN Service is only available to customers whose serving central office has ISDN capability.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)**

**5.7 ISDN Services (continued)**

**5.7.2 Terms and Conditions (continued)**

**B. Availability (continued)**

2. Single Line ISDN Service may be provided to customers from a central office other than their normal serving office depending on available facilities.
3. Single Line ISDN Service is offered where ISDN compatible facilities and equipment are available. Service is generally considered available for loops 18 kilofeet or less in length. Loops greater than 18 kilofeet in total length must meet ISDN extension technology design requirements and will be considered available if ISDN compatible pair gain systems are in place or planned to serve the area based on the scheduled placement of compatible pair gain systems. If no pair gain system is in place or planned, loops greater than 18 kilofeet in length will also be considered available if single line loop extension equipment can be deployed and the loop is within the design limitation of this type of extension equipment. If the loop is greater than 18 kilofeet in length additional charges apply to extend the loop's ISDN capability.
4. Some services are not available or compatible with ISDN.

**C. Local Calling Areas And Telephone Numbers**

1. If a customer is provided service from a designated central office which is not the customer's normal serving office, the local calling area for the customer's Single Line ISDN Service will be that of the designated ISDN-equipped central office.
2. Calling areas are subject to change as additional central offices become capable of directly providing Single Line ISDN services to the customer's own and nearby serving area. Changes to calling areas will affect customer telephone numbers.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

## SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)

### 5.7 ISDN Services (continued)

#### 5.7.3 Basic Rate Service Offerings

##### A. Single Line ISDN Service

Single Line ISDN Service is compatible with national ISDN and includes circuit-switched voice, circuit-switched data and packet function.

##### B. Standard Features

Both voice and data features are offered. Because of CPE, some of the features offered may function differently, may not be available or may be required to be offered via an access code. The standard features and functions support two terminals per BRS. The two feature sets are as follows:

##### 1. Voice Features

**Auto Intercom** allows two members to be part of an intercom group, which enables intercom calls to be completed by pressing the feature button. Dialed digits are not required.

**Automatic Call Exclusion** allows a user to restrict other users that share a directory number from bridging onto an active call or retrieving a held call. This option is automatically invoked whenever the user goes off-hook to receive or place a call.

**Call Appearance** is the position on a terminal to which numbers are assigned. a directory number can be shared by more than one ISDN terminal. The quantity or position of the call appearances for the primary directory number, secondary directory numbers, analog call appearance and shared call appearances are limited by the CPE's configuration. A total of six call appearances per terminal are included in standard package.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President



---

**SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)**

**5.7 ISDN Services (continued)**

**5.7.3 Basic Rate Service Offerings (continued)**

**B. Standard Features (continued)**

**1. Voice Features (continued)**

**Call Forwarding Busy Line-All Calls** (pre-programmed) allows all calls to a busy Primary directory number to be forwarded to another number either within the same central office, for the same customer at the same location, outside the customer system within the same central office, or in a different central office.

**Call Forwarding-Don't Answer** (pre-programmed) allows all calls terminating to an idle Primary directory number to be forwarded to another number when the called Primary directory number does not answer after a predetermined number of seconds.

**Call Forwarding Variable-All Calls** allows the user to forward all primary directory number calls to another number by pressing the Call Forwarding-Variable feature button. The forward-to number is customer changeable. The user must activate or deactivate the forwarding function by using either an access code or a feature button. The standard configuration provides for this feature on a feature button.

**Call Hold** allows the user to place a call on hold by depressing a button.

**Call Transfer** enables the user to transfer a call to a third party by depressing a button.

**Caller ID Blocking - Per Call** enables a customer to control the disclosure of his name and/or directory number to a Caller ID customer (where technically feasible) by temporarily changing the public/private status indicator of the Directory number. A customer must dial a code before each call to change the indicator from public to private. Public status allows delivery of the name and/or Directory number. Private status prevents delivery of the name and/or Directory number. Per Call Blocking is provided at no charge.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)**

**5.7 ISDN Services (continued)**

**5.7.3 Basic Rate Service Offerings (continued)**

**B. Standard Features (continued)**

**1. Voice Features (continued)**

**Calling Line ID** is provided on both an incoming and outgoing basis. Incoming Calling Line ID is provided on both an incoming and outgoing basis. This feature displays the call identification information and the calling party's directory number (including non-published and non-listed directory numbers) prior to the call being answered. Calling party's name is not available. Callers have the ability to inhibit the display of calling party information to the terminating number. Incoming calling line ID is provided to the primary directory number and to any associated secondary directory number. Incoming calling line ID cannot just display to the primary directory number when the number is shared.

**Calling Line ID - Outgoing** provides a user who is originating a call with information about the called party and the facility or destination.

**Conference** allows a user to establish a three-way conference call by depressing a button.

**Display** provides the ISDN terminal a display of the time and date, calling number, call appearance ID, called number, incoming call identifier and feature activation operation.

**Drop** allows the user to drop the last party added to a conference call or to disconnect a two-party call.

**Intercom** allows the user to establish a dedicated priority call to any other station within the same intercom group within the same central office. If the CPE is equipped, then special alerting may be provided for an incoming intercom call. As part of the standard package the user can select either Auto Intercom or Dial Intercom.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)**

**5.7 ISDN Services (continued)**

**5.7.3 Basic Rate Service Offerings (continued)**

**B. Standard Features (continued)**

**1. Voice Features (continued)**

**Dial Intercom** allows the user to establish a call to any other station that is a member of the same intercom group. This is done by pressing the Intercom button and dialing one or more digits. Special alerting, depending on CPE, is provided for an incoming Intercom call.

**Manual Call Exclusion** allows a user to restrict other users, which share a directory number from bridging onto an active call or retrieving a held call. This option is activated by pressing a feature button before dialing or during the call.

**Message Waiting Indication** notifies the user of a message waiting with either an audible stuttered dial tone or visually by illuminating a light on the customer's telephone set. Messages may be retrieved by calling the message service center or by accessing a voice mail system.

**Primary Directory Number** is assigned to each ISDN terminal. If more than two terminals are attached to a digital subscriber line, an additional primary directory number charge will apply.

**Ringling Option** options allows ISDN station users to establish flexible call handling arrangements for answering incoming calls that terminate on the Shared call appearances of a directory number. The ringling options available on a per-station basis for a shared directory number are as follows:

**Abbreviated Ringling** begins immediately for an incoming call and stops ringing after a specified time in seconds.

**Delayed Ringling** for an incoming call is delayed for a specified time in seconds, however, the call appearance indicator or status lamp begins flashing immediately.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)**

**5.7 ISDN Services (continued)**

**5.7.3 Basic Rate Service Offerings (continued)**

**B. Standard Features (continued)**

**1. Voice Features (continued)**

**Ringling Option, (continued)**

**No Ringing** There is no ringing for an incoming call that terminates on a Call Appearance of that directory number.

**Normal Ringing** begins immediately for an incoming call and continues until the call is forwarded, answered, or abandoned.

**Secondary Directory Number** is any directory number other than the primary directory number assigned to an ISDN terminal. If more than one secondary directory number is assigned to a terminal, additional charges will apply.

**Shared Call Appearance** allows several users to share one or more call appearances for a particular directory number. Origination of and termination of calls on one terminal will affect all terminals sharing the call appearance. All shared call appearances must be provisioned from the same serving central office. If more than two shared call appearances are assigned to a terminal, additional charges will apply.

**Speed Calling** permits the user to dial pre-programmed numbers using fewer digits than normally required. A speed call list allows for up to 30 preprogrammed numbers per terminal.

**Standard Configuration Group** is the standard arrangement which associates a button of an ISDN station set to a feature.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)**

**5.7 ISDN Services (continued)**

**5.7.3 Basic Rate Service Offerings (continued)**

**B. Standard Features (continued)**

**2. B channel Circuit-Switched Data Features**

**Call Forwarding Busy Line For Circuit Switched Data** permits all circuit-switched data calls, attempting to terminate to a busy primary directory number, to be redirected to another customer-specified directory number. A busy line condition exists when a circuit-switched data B channel is unavailable. This feature can either be assigned to the user on an active basis or it can be assigned to a feature button that can be activated or deactivated by the user. If the feature is assigned to a feature button, the forward-to directory number can be changed by dialing an access code and programming the new forward-to directory number.

**Call Forwarding Don't Answer For Circuit Switched Data** permits all circuit switched data calls attempting to terminate to an idle primary directory number to ring a specified number of seconds prior to being forwarded to a previously specified directory number. This feature can either be assigned to the user on an active basis or it can be assigned to a feature button that can be activated or deactivated by the user. If the feature is assigned to a feature button, the forward-to directory number can be changed by dialing an access code and programming the new forward-to directory number.

**Call Forwarding Variable-All Calls For Circuit Switched Data** allows circuit-switched data calls, attempting to terminate to a line, to be redirected to another specified line. The user must activate or deactivate the forwarding function by either using an access code or a feature button. If the feature is assigned to a feature button, the forward-to directory number can be changed by dialing an access code and programming the new forward-to directory number.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)**

**5.7 ISDN Services (continued)**

**5.7.3 Basic Rate Service Offerings (continued)**

**B. Standard Features (continued)**

**3. D channel Packet-Switched Data**

**X.25 Flow Control Parameter Negotiation** permits negotiation on a per-call basis of the flow control parameters associated with a given virtual call, such as packet size and window size for each direction of data transfer. The data window size and the maximum packet size is negotiated automatically during an X.25 data call.

**X.25 Logical Channels** are virtual circuits rather than physical circuits used to establish packet switch calls. When a virtual circuit is established, a logical channel is assigned at the CPE and the switch for the duration of the call. A virtual circuit does not use any capacity of the facility unless data is actually being transferred. Two logical channels are provided per digital subscriber line.

**X.25 Throughput Class Negotiation** permits negotiation on a per-call basis of the throughput class for each direction of data transfer associated with a virtual call. The data terminal can negotiate the throughput class for an X.25 data call.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)**

**5.7 ISDN Services (continued)**

**5.7.3 Basic Rate Service Offerings (continued)**

**C. Optional Features**

**Additional Primary Directory Numbers** are required if more than two terminals are connected to a digital subscriber line. Included with each primary directory number will be the standard set of voice and data features.

**Analog Call Appearance** enables analog station users to share their Call Appearance on a Single Line ISDN Service user's terminal. All analog call appearances must be provided from the same serving central office as the Single Line ISDN Service. One appearance, per number, per terminal is allowed. Some analog services are not compatible with Single Line ISDN Service.

**Call Pickup** allows a user to answer a call at another station, even when the user's station does not have a call appearance for the called directory number. While the other station is ringing, the user goes off-hook and enters a call pickup code or presses a call pickup feature button to answer the call.

**CLASS Features**

**Call Rejection** enables a customer to reject call attempts from up to 15 numbers of calling parties by dialing a code and the telephone numbers of calls to be rejected. Any call attempts to the customer from these numbers will be prevented from terminating to the customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party.

**Continuous Redial** allows a customer to dial a code that will cause the feature to automatically redial the last number the customer dialed. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the customer when the called number becomes available.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)**

**5.7 ISDN Services (continued)**

**5.7.3 Basic Rate Service Offerings (continued)**

**C. Optional Features (continued)**

**CLASS Features (continued)**

**Last Call Return** allows a customer to automatically redial the number of the last incoming call to that line, whether the call was answered or not. The customer does not have to know the number of the calling party. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the customer when the called line is available.

**Priority Call** allows a customer to assign a maximum of 15 callers' telephone numbers to a special list. The customer will hear a distinctive ring at its location, when calls are received from callers' telephone numbers on that list. The distinctive ring may be CPE dependent.

**Selective Call Forwarding** allows a customer to specify a special list of a maximum of 15 telephone numbers. Incoming calls placed to the customer from telephone numbers on that list will automatically be forwarded to a predefined telephone number. All other calls will be handled normally.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President



---

**SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)**

**5.7 ISDN Services (continued)**

**5.7.3 Basic Rate Service Offerings (continued)**

**C. Optional Features (continued)**

**Hunting** is available for circuit switched data on primary directory numbers. Hunting may affect the operation or availability of other optional features on the hunting B channel. The features most often affected include forms of Call Forwarding and Speed Calling, depending on the service configuration. Call Forwarding features will override the Hunting. Hunting is sequential by terminal within the group. One or two B channels are associated with each terminal in the group. A begin hunt telephone number must be assigned to the first terminal within a regular or circular group of sequentially ordered terminals that form a Multiline Hunt Group. Telephone numbers may be assigned in any sequence to terminals within a Multiline Hunt Group. Multiline Hunt Service attempts to complete a call to the first available B channel for the lead telephone number of the group. Busy tone is not sent to the caller unless all remaining B channels in the hunt group list have been found busy. The call will be completed to the first available B channel. Multiline Hunt Groups can be assigned either begin hunt or non-hunting telephone numbers. The begin-hunt telephone number has the multiline hunt feature and starts the hunting sequence for the hunt group. A Multiline Hunt Group must have at least one begin hunt telephone number but can have one per terminal in the group. Non-hunting telephone numbers can be assigned to terminals within a Multiline Hunt Group; however these terminals are terminated directly and do not hunt.

**Regular hunting** starts when a begin hunt telephone number is called in a Multiline Hunt Group. Hunting proceeds in ascending order through each subsequent terminal in the group until an idle terminal is reached or the last terminal in the group is reached.

**Circular hunting** is an option with regular hunting groups. Circular hunting occurs in these groups when the hunt for an idle terminal commences beyond the first terminal in the hunt group and finds all higher numbered terminals busy, the hunt returns to the first terminal in the group. The hunt ends with the terminal number preceding the terminal where the hunt in the group initially began. This feature allows all terminals within a Multiline Hunt Group to be tested for busy regardless of the point of entry into the group before returning busy tone.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)**

**5.7 ISDN Services (continued)**

**5.7.3 Basic Rate Service Offerings (continued)**

**C. Optional Features (continued)**

**Hunting (continued)**

**Uniform Call Distribution** is a hunting arrangement that provides uniform termination of calls to members of a Multiline Hunt Group. Uniform Call Distribution hunting does not include queuing or announcements.

**Non-Standard Configuration Group** is a terminal arrangement, associating buttons of a terminal with a feature, which differs from the standard arrangement.

**Six-Way Conference** allows the user to sequentially add additional parties (up to five), and add them together to make a six-way call.

**Speed Calling 8** permits the user to dial pre-programmed numbers using fewer digits than normally required. It allows the customer to change speed calling lists directly from its terminal.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)**

**5.7 ISDN Services (continued)**

**5.7.3 Basic Rate Service Offerings (continued)**

**C. Optional Features (continued)**

**X.25 Fast Select** is a function of the CPE and is used on a per-call basis allowing the user to send up to 128 octets in the user data field of the call request packet to a terminal with Fast Select Acceptance.

**X.25 Fast Select Acceptance** authorizes incoming packets from a sending data terminal equipped with Fast Select.

**X.25 Reverse Charging** allows a user to assign billing to the called data telephone number on a per-call basis.

**X.25 Reverse Charging Acceptance** authorizes transmission of incoming call identified as Reverse Charge calls.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)**

**5.7 ISDN Services (continued)**

**5.7.4 Primary Rate Service**

**A. General**

The Primary Rate Service (PRS) structure consists of 23 B channels and one D channel, for a total transmission rate of 1.544 Mbps, the equivalent of one T1 line. Each 64 Kbps B channel carries user information such as voice calls, circuit switched data or video. The D channel is a 64 Kbps channel used for signaling information.

Circuit Switched Data PRS consists of 23 B plus one D channel, also equivalent to a T1 line. The customer may use CPE to bond 64 Kbps B channels for transmission of circuit switched data or video.

Each PRS consists of a T1 line and a PRS Service Configuration described below.

Loop Diversity and avoidance, and foreign exchange and foreign central office services are available under the Special Construction Provisions of this tariff.

DID may be provided with PRS. A DID trunk termination is required for each inward or two-way B channel in a PRS.

**B. Service Configurations**

**23B + D** provides 23 B channels and one D channel. The B channels carry voice, circuit switched data or video. The D channel handles signaling. A D channel can control a maximum of 479 B channels. The B channels may be provided on the same facility as the D channel or on other PRS T1 facilities.

**24B** provides 24 B channels.

**23B + back-up D** provides 23 B channels and a back-up D channel. The back-up D channel is available for use if the primary D channel fails. All active calls are maintained during the switch to the back-up D channel.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)**

**5.7 ISDN Services (continued)**

**5.7.4 Primary Rate Service (continued)**

**C. Network Connections**

**Circuit Switched Data Connection** is a central office translation that provides 23 or 24 B channels on a PRS T1 facility. All B channels are arranged for two-way operation and access to the exchange network. Incoming calls are restricted to circuit switched data or video.

**ISDN Trunk Connection** is a central office translation that provides a B channel on a PRS. The connection allows access to the exchange network. One ISDN trunk connection is required for each B channel used in a PRS. Trunk connections may be configured on a call-by-call or dedicated basis. Call-by-call consists of B channels configured for inward and outward calls pre-determined by the customer's traffic. Dedicated means that each B channel is dedicated for inward, outward or two-way traffic.

**Uniform Access Solution Network Connection** provides switching to the local exchange and toll networks. It includes the channel trunk side configuration for the entire T1 facility.

**D. Standard Features**

**Calling Number ID** displays the calling party's directory number (including non-published and non-listed numbers prior to the call being answered. Callers have the ability to block this information.

**Circuit Switched Data** allows the transmission of circuit switched data on a voice channel.

**Direct Inward/Outward Dialing** allows the station users to place or receive calls bypassing the attendant.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)**

**5.8 Listing Services**

For each customer of Company-provided exchange service, the Company shall list the customer's main billing telephone number in the directory published by the dominant local exchange carrier in the area at no additional charge. At a customer's option, the Company will arrange for additional listings for an additional charge.

**5.8.1 Non-published Service**

This optional service provides for suppression of printed and recorded directory listings. A customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

**5.8.2 Non-listed Service**

This optional service provides for suppression of printed directory listings only. Parties may still obtain the customer's number by calling the Directory Assistance Bureau.

**5.9 Directory Assistance**

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are given a maximum of two listings per each call to Directory Assistance.

**5.10 Operator Services**

Provides for live or automated operator treatment when a customer dials "0." Operator services can be used to help the customer route or bill a call. Billing options include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party.

**5.11 Long Distance Services**

The Company's long distance services are available under terms, conditions, regulations and rates as provided for in its TRA Tariff No.2 on file with the TRA.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)**

**5.12 Miscellaneous Services**

**5.12.1 Pay Per Call Blocking/Unblocking**

All access to 900 and 976 pay-per-call information service will automatically be blocked for all customers at no additional charge. The customer may have access to pay-per-call unblocked. The cost to unblock such calls is a \$35.00 non-recurring charge per account.

**5.12.2 Presubscription Services**

This service provides for the presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carriers selected by the customer.

**5.12.3 Link-Up America Program**

The Link-Up America Program provides a 50 percent reduction, up to a maximum of \$30.00, to be applied to the non-recurring charge for installation of a residential exchange access line. This credit is only available to customers who meet the eligibility requirements established by the FCC.

Current FCC eligibility requirements are: (1) applicant cannot be dependent for federal income tax purposes, unless the applicant is more than sixty years of age; and, (2) applicant must meet the state established income test.

**5.12.4 Enhanced 911 Emergency Service**

Emergency Service (Enhanced 911) allows customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. The Company will provide facilities to route calls from the end user to the proper Public Safety Answering Point (PSAP). In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the PSAP.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 6.0 - LOCAL SERVICES PRICE LIST**

**6.1 Standard Local Service**

Recurring charges for Standard Local Service are billed monthly in advance. Nonrecurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company. Nonrecurring charges are found under Section 6.4.3.

	Monthly
	<u>Rate</u>
Standard Local Service, per line	\$34.25

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President



---

**SECTION 6.0 - LOCAL SERVICES PRICE LIST (continued)**

**6.2 PBX Trunk Service**

Each PBX trunk is provided with touch tone signaling at no additional charge. An optional per trunk hunting feature is available for customers which routes a call to the next idle trunk in a prearranged group (see Section 6.5).

PBX trunks may also be equipped with DID capability and DID number blocks for additional charges (see Section 6.3).

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
Analog		
PBX Trunk, analog, per trunk	\$ 52.50	\$ 34.25
Digital		
DS1, each	\$325.00	\$150.00
Non-DID Port, each	\$100.00	\$ 34.25

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 6.0 - LOCAL SERVICES PRICE LIST (continued)**

**6.3 Direct Inward Dialing (DID) Service**

DID permits calls incoming to a PBX system or other CPE to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the customer's responsibility.

The following charges apply to customers subscribing to DID service provided by the Company. These charges are in addition to recurring and nonrecurring charges for PBX Trunks as shown in Section 6.2. The customer will be charged for the number of DID Number Blocks regardless of the number of DID numbers used from the available block of numbers.

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
establish DID trunk group	\$430.00	n/a
block of 10 DID numbers	n/a	\$ 2.00
block of 20 DID numbers	n/a	\$ 2.70
block of 100 DID numbers	n/a	\$15.00
DID trunk termination:		
per inward-only trunk	\$ 45.00	\$18.00

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 6.0 - LOCAL SERVICES PRICE LIST (continued)**

**6.4 Optional Calling Features**

**6.4.1 Feature Packages**

	Monthly Rate
Feature Package A	\$17.50
Feature Package B	\$25.00

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 6.0 - LOCAL SERVICES PRICE LIST (continued)**

**6.4 Optional Calling Features (continued)**

**6.4.2 Optional Calling Features**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for certain uses in some cases.

The following optional calling features are offered to customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline customers must order the appropriate number of features based on the number of lines that will have access to the feature.

Optional Calling Features	Monthly Rate
Anonymous Call Rejection	\$3.15
Call Block	\$3.15
Call Forwarding Busy Line - Basic	\$3.15
Call Forwarding Busy Line with Customer Control	\$5.85
Call Forwarding Don't Answer - Basic	\$3.15
Call Forwarding Don't Answer with Customer Control	\$5.85
Call Forwarding Don't Answer with Ring Control	\$3.15
Call Forwarding Variable	\$4.05
Call Forwarding Variable - Remote Access	\$8.10
Call Return	\$3.15
Call Selector	\$4.00
Call Tracing (rate is per call traced)	\$3.00
Call Waiting - Basic	\$4.50
Call Waiting - Deluxe	\$5.50

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 6.0 - LOCAL SERVICES PRICE LIST (continued)**

**6.4 Optional Calling Features (continued)**

**6.4.2 Optional Calling Features (continued)**

Optional Calling Features	Monthly Rate
Caller ID - Basic	\$3.15
Caller ID - Deluxe	\$4.00
Calling Number Delivery Blocking (rate is per call)	\$4.00
Enhanced Call Forwarding	\$6.00
Enhanced Call Forwarding with Audio Name	\$6.50
Enhanced Call Forwarding Plus	\$6.75
Enhanced Call Forwarding Plus with Audio Name	\$7.00
Multiple Directory Number Distinctive Ringing	\$7.00
Preferred Call Forwarding	\$5.00
Repeat Dialing	\$4.50
Speed Calling (8-code)	\$4.05
Speed Calling (30-code)	\$4.95
Three Way Calling	\$4.05
Voice Mail	\$7.50

	<u>Nonrecurring Charge</u>
To establish or change optional features, per service order	\$40.00

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 6.0 - LOCAL SERVICES PRICE LIST (continued)**

**6.4 Optional Calling Features (continued)**

**6.4.3 Multiple Feature Discounts**

Multiple feature discounts are available for all optional calling features provided except that those features provided as a part of a package are not eligible for discount.

The prices for these multiple feature discounts are shown in the table below:

Number of Features	Discount
2	\$0.75
3	\$1.50
4	\$3.00
5	\$4.50
6	\$6.00
7	\$7.50
8	\$9.00
9	\$11.00
10	\$12.75
Each feature over 10	\$1.75 per feature over 10

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 6.0 - LOCAL SERVICES PRICE LIST (continued)**

**6.5 ISDN Service**

**6.5.1 Basic Rate Service Rates**

**A. Basic Rate Service Standard Rates**

1. Extended Area Service increments and the Optional Calling Plan rates apply per B channel which carry circuit-switched voice or data traffic.
2. The standard package includes a total of six call appearances, per terminal. The six call appearances include one primary directory number and five call appearances consisting of the following:
  - Maximum of one secondary directory number
  - Maximum of five call appearances of the primary directory number (same number)
  - Maximum of four call appearances of the secondary directory number (same number)
  - Maximum of two shared directory numbers. Additional call appearances are available at rates specified under Optional Features.
3. Following are the monthly rates and nonrecurring charges for Single Line ISDN Service. These rates and charges apply in addition to applicable rates and charges for other services provided by the Company.

Single Line ISDN Service Basic Rate Access is offered flat rated or measured. The customer may have only one type of Basic Rate Access on an account. The Company will provide flat and measured Basic Rate Access at the same address, for the same customer; however, the flat and measured services must reside on separate accounts.

Usage charges apply to all outgoing calls when using the measured without usage allowance option.

Single Line ISDN Service Basic Rate Access with a usage allowance includes up to 200 hours per month of aggregate usage for circuit-switched voice and circuit-switched data. Usage is aggregated at the account level rather than the summary bill level. Additional usage in excess of the 200 hours in a monthly billing period, will incur usage charges.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

**SECTION 6.0 - LOCAL SERVICES PRICE LIST (continued)**

**6.5 ISDN Service (continued)**

**6.5.1 Basic Rate Service Rates (continued)**

**A. Basic Rate Service Standard Rates (continued)**

**Basic Rate Access Including Standard Features**

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
Measured without usage allowance	\$110.00	\$ 83.00
Measured with usage allowance	\$110.00	\$ 94.00
Flat rate (no usage charges)	\$110.00	\$135.00

	<u>Rate per Minute</u>
Usage, per minute	\$0.025

**B. Basic Rate Service Options**

BRS Optional Features	Nonrecurring Charge	Monthly Rate
Additional Call Appearances, per appearance	\$ 10.00	\$ 1.00
Additional Primary Directory Number, per number	\$ 10.00	\$10.00
Additional Secondary Directory Number, per number	\$ 10.00	\$ 1.00
Additional Shared Call Appearance, per appearance	\$ 10.00	\$ 1.00
Additional X.25 Logical Channel, per channel	\$ 10.00	n/a
Analog Call Appearances, per terminal	\$ 10.00	\$ 1.00
Call Forwarding Busy Line-All Calls, per number	\$ 10.00	n/a
Call Forwarding Don't Answer-All Calls, per number	\$ 10.00	n/a
Call Forwarding Variable-All Calls, per secondary directory number	\$ 10.00	n/a
Call Pickup, per number	\$ 10.00	n/a

Note: (1) There is no charge to change hunting arrangements to delete a terminal from a hunt group.

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President



---

**SECTION 6.0 - LOCAL SERVICES PRICE LIST (continued)**

**6.5 ISDN Service (continued)**

**6.5.1 Basic Rate Service Rates (continued)**

**B. Basic Rate Service Options (continued)**

BRS Optional Features	Nonrecurring Charge	Monthly Rate
<b>CLASS Features</b>		
Call Rejection, per Primary directory number	\$ 10.00	\$ 3.50
Continuous Redial, per primary directory number	\$ 10.00	\$ 2.50
Last Call Return, per primary directory number	\$ 10.00	\$ 2.00
Priority Call, per primary directory number	\$ 10.00	\$ 2.00
Selective Call Forwarding, per primary directory number	\$ 10.00	\$ 2.50
<b>Multiline Hunt for Circuit-Switched Data (1)</b>		
Circular Hunt, per B channel	\$ 10.00	\$ 2.00
Circular Hunt, per group	\$ 10.00	n/a
Regular Hunt, per B channel	\$ 10.00	\$ 2.00
Regular Hunt, per group	\$ 10.00	n/a
Uniform Call Distribution Hunt, per B channel	\$ 10.00	\$ 8.50
Uniform Call Distribution Hunt, per group	\$ 20.00	n/a

Note: (1) There is no charge to change hunting arrangements to delete a terminal from a hunt group.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 6.0 - LOCAL SERVICES PRICE LIST (continued)**

**6.5 ISDN Service (continued)**

**6.5.1 Basic Rate Service Rates (continued)**

**B. Basic Rate Service Options (continued)**

BRS Optional Features	Nonrecurring Charge	Monthly Rate
Non-Standard Configuration Group, per button	\$ 15.00	n/a
Six-Way Conference, per terminal	\$ 10.00	\$ 1.00
Speed Calling 8, per terminal	\$ 10.00	\$ 1.00
X.25 Fast Select, per number	\$ 10.00	n/a
X.25 Fast Select Acceptance, per number	\$ 10.00	n/a
X.25 Reverse Charge, per number	\$ 10.00	n/a
X.25 Reverse Charge Acceptance, per number	\$ 10.00	n/a
Loop Extension Charge, per loop	\$100.00	n/a

**C. Change Charges**

	<u>Nonrecurring Charge</u>
Access changes made to a digital subscriber line will result in an access charge	\$10.00
Feature changes made to the standard package will result in a feature charge	\$10.00

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 6.0 - LOCAL SERVICES PRICE LIST (continued)**

**6.5 ISDN Service (continued)**

**6.5.1 Basic Rate Service Rates (continued)**

**D. Usage Charges for D Channel Packet**

1. Packet transport provides for the routing of data through the PPSN in both the originating and terminating directions. Usage charges are billed monthly based on the number of kilo-segments transmitted through the PPSN for all types of access, and is rated on a per kilo-segment basis. A segment consists of 64 octets of customer data. For example, a packet of 128 octets will be billed as two segments.
2. Only one change charge applies per service order. If multiple changes are made on a service order, the highest change charge applies.
3. Changes are allowed to be made once in the standard package within the first 45 days following the installation date at no charge. The waiver does not apply to changes resulting in a Non-Standard Configuration Group, or Optional Features purchased.
4. A Transaction Initiation is any action taken that leads to a call acceptance by the called party. A Transaction Initiation Charge applies for each originating or terminating call connected to a network address. This charge does not apply for unsuccessful call attempts. The following rates apply for D channel packets:

	<u>Per kilo-segment</u>
Packet Usage, per kilo-segment or fraction thereof (1)	\$0.13
Transaction Initiation Charges, per call	
first 250,000 calls	\$0.0025
over 250,000 calls	\$0.0010

Note: (1) Usage rates apply for packet calls made outside of the servicing central office, including host-to-remote and remote-to-host calls.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 6.0 - LOCAL SERVICES PRICE LIST (continued)**

**6.5 ISDN Service (continued)**

**6.5.2 Primary Rate Service Rates**

**A. Transport**

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
T1 line (24 equivalent voice channels)	\$1150.00	\$325.00

**B. Service Configuration**

23B + D	\$1,000.00	\$360.00
24B	\$1,000.00	\$360.00
23B + back-up D	\$1,000.00	\$360.00

**C. ISDN Trunk Connection  
per B channel**

Call-by-call	\$ 100.00	\$ 23.50
Dedicated		
Inward	\$ 100.00	\$ 23.50
Outward	\$ 100.00	\$ 23.50
Two-way	\$ 100.00	\$ 23.50

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 6.0 - LOCAL SERVICES PRICE LIST (continued)**

**6.5 ISDN Service (continued)**

**6.5.2 Primary Rate Service Rates**

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
<b>D. Circuit Switched Data Connection</b> per T1 facility		
23B data only channels	\$1,250.00	\$ 525.00
24B data only channels	\$1,300.00	\$ 550.00
<b>E. Uniform Access Solution</b> Network Connection per T1 facility	\$1,200.00	\$1,000.00
<b>F. Miscellaneous rearrangements, or changes per facility</b>	\$ 100.00	n/a

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 6.0 - LOCAL SERVICES PRICE LIST (continued)**

**6.6 Other Charges**

**6.6.1 End-User Common Line (EUCL) Recovery Charge**

	<u>Monthly Rate</u>
Single line customer, per line	\$ 3.50
Multiline customer, per line	\$ 6.07
Individual line or trunk / Business	\$ 6.75
ISDN, BRI, per facility	\$ 6.07
ISDN, PRI, per facility	\$33.75

**6.6.2 Primary Interexchange Carrier Charge (PICC)**

A monthly Federal PICC shall be charged to each telephone number that is not presubscribed to an Interexchange Carrier:

	<u>Monthly Rate</u>
Single line	\$ 1.04
Multiline customer, per line / residential	\$ 2.53
Multiline customer, per line / business	\$ 4.31
Centrex, per line	\$ 0.47
Minimum monthly charge for centrex	\$ 2.75
ISDN, BRI, per facility	\$ 2.53
ISDN, PRI, per facility	\$12.62

**6.6.3 Hunting (Rotary or Grouping)**

The following charges apply to local exchange lines equipped with Hunting :

	<u>Monthly Rate</u>
Rotary Hunting, per line equipped	\$ 3.50

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 6.0 - LOCAL SERVICES PRICE LIST (continued)**

**6.6 Other Charges (continued)**

**6.6.4 Nonrecurring Charges**

Nonrecurring charges apply to each line installed for the customer. Nonrecurring charges are in addition to service order charges in Section 4. All such charges will appear on the next bill following installation of the service. Nonrecurring charges for installation of lines in Tennessee areas are:

	<u>Nonrecurring Charge</u>
First line	\$52.50
Each additional line	\$28.00*
Secondary service charge, each customer request	\$21.50
Premises work charge, first 15 minutes	\$24.00
Premises work charge, subsequent 15 minute increments	\$ 9.00

**6.6.5 Automatic Intercept Service**

Provides standard automatic number referral for non-listed disconnected telephone numbers for twelve months or until the delivery of the new directory, whichever comes first. Automatic Intercept Service is only provided where facilities permit.

	<u>Nonrecurring Charge</u>
Automatic Intercept Service	\$16.00

\*Additional line installation charges apply only when two or more lines are installed at the same time and at the same customer premises.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

## **SECTION 7.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES**

### **7.1 Directory Listings**

#### **7.1.1 General**

The following rules apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the directory assistance records of the Company.

Only information necessary to identify the customer is included in these listings. The Company may use abbreviations in listings. The Company may reject a listing it judges to be objectionable. A name made up by adding a term such as company, shop, agency, works, etc. to the name of a commodity or service will not be accepted as a listing unless the customer is legally doing business under that name.

A name may be repeated in the white pages only when a different address or telephone number is used.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President



---

**SECTION 7.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (continued)**

**7.1 Directory Listings (continued)**

**7.1.2 Standard Listing**

A standard listing includes a name, designation, address and telephone number of the customer. It appears in the white pages of the telephone directory and in the Company's directory assistance records.

**7.1.3 Free Listings**

One listing for each individual line service, auxiliary line or PBX system is provided at no additional charge to the customer.

**7.1.4 Rates for Additional Listings**

The following rates and charges apply to additional listings requested by the customer over and above those free listings provided under Section 7.1.3

Type of Listing	Monthly Charge
- Each Additional Listing	\$1.60
- Foreign Listing	\$1.60
- Title or suffix	\$1.60
- Alternate Listings	\$1.60

The rates in this section pertain to customers who establish new service or to existing customers who add or change their "nights, Sundays, or holidays" listings or listings indented under calling instructions.

Alternate listings include those listings for "nights, Sundays and holidays", "if no answer", "if extension is not known", telephone answering service listing or other listings indented under calling instructions. Names of individuals are not considered alternate listings. The text for an alternate listing may not exceed one line.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 7.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (continued)**

**7.2 Non-published Service**

**7.2.1 General**

Non-published service means that the customer's telephone number is not listed in the directory, nor does it appear in the Company's directory assistance records.

**7.2.2 Regulations**

This service is subject to the rules and regulations for E911 service.

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to someone. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the customer paid for non-published service.

The customer indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

**7.2.3 Rates**

There is a monthly charge for each non-published service. This charge does not apply if the customer has other listed service at the same location; if the customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

Non-published service charge, per month: \$2.25

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 7.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (continued)**

**7.3 Non-listed Service**

**7.3.1 General**

Non-listed service means that the customer's telephone number is not listed in the directory, but it does appear in the Company's directory assistance records.

**7.3.2 Regulations**

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to someone. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the customer paid for non-listed service.

The customer indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

**7.3.3 Rates**

There is a monthly charge for each non-listed service. This charge applies if the customer has other listed service at the same location; if the customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

Non-listed service charge, per month:	\$1.20
---------------------------------------	--------

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 7.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (continued)**

**7.4 Directory Assistance Services**

**7.4.1 Directory Assistance**

A directory assistance charge applies per local directory assistance call. The customer may make two requests for a telephone number per call. The directory assistance charge applies regardless of whether the directory assistance operator is able to supply the requested number.

Each local directory assistance call	\$0.60
Each long distance directory assistance call	\$0.85

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

## SECTION 8.0 - LOCAL OPERATOR SERVICES

### 8.1 General

The Company's Local Operator Assisted Calling is available for use by presubscribed customers as well as transient end users served from aggregated locations. Calls are billed in one minute increments, with additional per call charges reflecting the level of operator assistance and billing arrangement requested by the customer.

### 8.2 Local Operator Assisted Services

#### 8.2.1 Operator Service Call Types

- A. **Customer Dialed Calling/Credit Card Call** charge applies in addition to local usage charges for station to station calls billed to an authorized calling card or commercial credit card. The customer must dial the destination telephone number and card number where the capability exists for the customer to do so.
- B. **Operator Dialed Calling/Credit Card Call** charge applies in addition to local usage charges for station to station calls billed to an authorized calling card or commercial credit card and the operator dials the destination telephone number at the request of the customer.
- C. **Operator Station** charges apply in addition to local usage charges for non-person-to-person calls placed using the assistance of a Company operator and billed to the originating line, collect, to a third party, by deposit of coins in pay telephones, or via some method other than a calling card or commercial credit card.
- D. **Person-to-Person** rates apply in addition to local usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to the originating line, a calling card, commercial credit card, collect, by deposit of coins in pay telephones, or to a third party. Charges do not apply unless the specified party or an acceptable substitute is available.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 8.0 - LOCAL OPERATOR SERVICES (continued)**

**8.2 Local Operator Assisted Services (continued)**

**8.2.2 Available Billing Arrangements**

- A. **Bill to Line** is a billing arrangement whereby the originating caller may bill the charges for a call to the Company-provided local exchange line from which the call is placed. The terms and conditions of the Company apply to payment arrangements.
- B. **Calling Card** is a billing arrangement whereby the originating caller may bill the charges for a call to an approved local exchange carrier issued calling card. The terms and conditions of the local exchange carrier apply to payment arrangements.
- C. **Collect Billing** is a billing arrangement whereby the originating caller may bill charges for a call to the called party, provided the called party agrees to accept the charges. The terms and conditions of the called party's local exchange company apply to payment arrangements.
- D. **Commercial Credit Card** is a billing arrangement whereby the originating caller may bill the charges for a call to an approved commercial credit card. The terms and conditions of the credit card company apply to payment arrangements.
- E. **Third Party Billing** is a billing arrangement whereby the charges for a call may be billed to a telephone number that is different from the calling number and the called number. The terms and conditions of the third party's local exchange company apply to payment arrangements.

**8.2.3 Operator Dialed Surcharge**

This charge applies to Operator Station and Person-to-Person calls for which the caller has the ability to dial the called number, but chooses instead to have the Company operator perform the dialing. This charge is in addition to local usage charges and applicable operator service charges.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 8.0 - LOCAL OPERATOR SERVICES (continued)**

**8.2 Local Operator Assisted Services (continued)**

**8.2.4 Partially Automated Surcharge**

This charge applies to Operator assisted Station-to-Station calls (including those billed to calling cards) where the customer dials the terminating number, and elects to have the operator handle billing.

**8.2.5 Rates for Local Operator Assisted Services**

	<u>Per call</u>
Customer dialed calling/credit card	\$0.75
Operator dialed calling/credit card	\$2.00
Operator station	
Billed collect	\$2.00
Billed to third party	\$2.00
Billed to line	\$2.00
Person-to-person	\$4.50
Operator dialed surcharge	\$0.75
Partially automated surcharge	\$0.45

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

## SECTION 9.0 - MISCELLANEOUS SERVICES

### 9.1 Carrier Presubscription

#### 9.1.1 General

Carrier presubscription is a procedure where a customer designates the carrier which the customer wants to use for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to dial carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a customer who has presubscribed to an intraLATA or interLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

#### 9.1.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance presubscription are available:

- Option A:** Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President



---

**SECTION 9.0 - MISCELLANEOUS SERVICE (continued)**

**9.1 Carrier Presubscription (continued)**

**9.1.2 Presubscription Options (continued)**

- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the customers' primary intraLATA interexchange carrier. The other carrier to be the customer's primary interLATA interexchange carrier.
- Option F:** Customer may elect not to presubscribe to a carrier for intraLATA toll calls which will require the customer to dial a carrier access code for each call.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**SECTION 9.0 - MISCELLANEOUS SERVICES (continued)**

**9.1 Carrier Presubscription (continued)**

**9.1.3 Rules and Regulations**

Customers will retain their primary interexchange carrier until they request that their dialing arrangements be changed.

Customers may select either Options A, B, C, D, E or F for intraLATA presubscription.

Customers may change their selected option or presubscribed toll carrier at any time subject to charges specified in 9.1.5.

**9.1.4 Presubscription Procedures**

A new customer will be asked to select intraLATA and interLATA toll carriers at the time the customer places an order for local exchange service. The Company will process the customer's order for service. All new customer's initial requests for intraLATA toll service presubscription will be provided free of charge.

If a new customer is unable to select at the time it places an order for local exchange service, the Company will direct the customer to the local telephone directory to select a carrier. Until the customer informs the Company of its choice of primary toll carrier, the customer will not have access to long distance services on a presubscribed basis, and will be required to dial a carrier access code to route all toll calls.

**9.1.5 Presubscription Changes**

After a customer's initial selection of a presubscribed toll carrier, any change in the customer's intraLATA or interLATA carriers will incur a PIC change charge under Section 4.1.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

## 10.0 - PROMOTIONAL OFFERINGS, VOLUME AND TERM DISCOUNTS

### 10.1 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed 90 days on a per customer basis for non-optional, recurring charges) designed to attract new customers or to increase customer awareness of a particular tariff offering. Requests for promotional offerings will be presented to the TRA for its review in accordance with rules and regulations established by the TRA, and will be included in the Company's tariff as an addendum to the Company's price lists.

### 10.2 Term Discounts

Discounts as listed below are available where the customer agrees to a one year or three year term. If the customer is unable to complete the term, then a termination charge is assessed as liquidated damages. Written contracts are required for this discount to apply.

<u>term</u>	<u>discount</u>
one year	1.5 percent
three years	3.0 percent

### 10.3 Volume Discount

An additional discount for an account based upon monthly revenue paid is also available and will be automatically applied where the customer has agreed to a term discount. Paid monthly revenue is used as a surrogate for volume and includes all services billed and paid on the customer's account. The discount will be applied the month following receipt of the customers check. The discount amounts are as follows:

<u>monthly revenue paid</u>	<u>discount</u>
greater than \$ 500.00	1.0 percent
greater than \$1,000.00	1.5 percent
greater than \$2,500.00	2.0 percent

No volume discount will be paid unless the customer's payments have been current for at least three months, except upon the initiation of service the discount may begin upon the second month if the customer's payment record is current.

### 10.4 Discounts

The Company may, from time to time as reflected in the price list, offer additional discounts based on monthly volume, monthly revenue commitment or time of day .

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

## **11.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS**

### **11.1 Special Charges**

#### **11.1.1 Application of Special Charges**

Special charges may apply in addition to the usual service connection charges and monthly rates when unusual investment or expense will be incurred by the Company. Special charges will apply when:

- A.** conditions require or the customer request the provision of special equipment or unusual or nonstandard methods of plant construction, installation or maintenance or a move of the Company's facilities;
- B.** the customer's location requires the use of costly private right-of-way; and
- C.** the proposed service is of a temporary nature, and the plant to be placed would not be useful to the Company in the general conduct of its business after that service was discontinued.

#### **11.1.2 Customer Requirements for Special Charges**

- A.** Temporary Construction - The customer shall be charged the estimated cost of construction and removal of the plant which would not be of value to the Company, less the estimated net recovery value of the material used. The Company may require the customer to pay the cost of construction plus the cost of removal, less salvage, for temporary construction performed in advance of permanent construction or to provide temporary service.
- B.** The Company shall retain title to all plant constructed, as specified within this tariff, provided wholly or partially at the customer's expense.
- C.** When attachments are made to poles of other companies, instead of providing construction for which the customer would be charged under the provisions of this section, the customer shall pay the Company's cost for such attachments.
- D.** The customer is required to pay the construction charges made by another telephone company providing facilities to connect with the facilities of the Company.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**11.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS (continued)**

**11.2 Special Construction**

**11.2.1 Construction on Private Property**

- A. The Company will furnish an average amount of entrance and distribution facilities, provided the facilities are of the standard type normally furnished for the particular location or kind of service.
- B. If additional entrance or distribution facilities are required, or if conditions require special equipment, maintenance or methods of construction, if the installation is for a temporary purpose, or if for any other reason, the construction costs are excessive as compared with the revenue to be derived from the project, the applicant may be required to pay for costs over and above the costs applicable for a normal installation.
- C. The customer will provide the Company upon request and without charge written permission for the placement of the Company's facilities on his property.
- D. The customer is responsible for providing satisfactory entrance to the building and space for mounting any necessary network protection equipment.

**11.2.2 Temporary Service**

Where plant construction is required to provide any temporary service or facility, or where it is necessary to place temporary construction in advance of permanent construction in order to meet the customer's requirements, the Company may require the applicant to pay the nonrecoverable costs of the temporary construction or to contract for service beyond the initial period, or both.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**11.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS (continued)**

**11.2 Special Construction (continued)**

**11.2.3 Service Provided to Movable Premises**

- A.** When telephone service is provided to movable premises by means of aerial plant, the customer shall provide a clearance pole if the Company considers it necessary. The clearance pole must comply with the Company's specifications. The customer shall place, own and maintain the pole. However, if the customer elects and the Company agrees, the Company will place, own and maintain the pole and bill the customer the cost of placing the pole.
- B.** Where plant construction is required to provide any service or facility to a movable premises, and it is necessary to place temporary construction in advance of permanent construction to meet the customer's requirements, the Company may require the applicant to pay the non-recoverable costs of the temporary construction or to contract for service beyond the initial period, or both.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**11.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS (continued)**

**11.2 Special Construction (continued)**

**11.2.4 Service to Residential and Commercial Developments**

The construction charges, allowances and provisions previously specified in this section contemplate the extension of facilities into areas of normal growth and development. Where facilities are to be extended into new areas of residential or commercial real estate development which, in the Company's opinion, are of a promotional or speculative nature, the Company may require an advance payment equal to all or a portion of the costs of such construction, depending on the circumstances in each case. This advance payment will be payable prior to the start of construction.

- A. The Company and the developer may enter into a contractual agreement that provides for the periodic refund of portions of the deposit as customers in the development receive telephone service, and other terms of the contract are met. The contract will specify the estimated number of telephone customers expected to receive service within the area and the time required to complete the project (not to exceed five years). The contract will provide that the construction charge be re-computed to reflect regular tariff allowances, design changes made by the developer, damage to telephone facilities by persons other than Company employees or agents or unusual construction requirements. Periodic refunds to the developer will be adjusted accordingly.
- B. The applicant for telephone service to a development is required to provide the Company, at his own expense, the necessary easements for installation and maintenance of telephone facilities, clear the ground where facilities are to be installed according to Company specifications and request installation of telephone facilities at an appropriate time during construction of the project to avoid unnecessary costs to the Company.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**11.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS (continued)**

**11.2 Special Construction (continued)**

**11.2.5 Underground Service Connections**

When a customer requests that underground service connections be installed instead of aerial facilities which would ordinarily be used, or when aerial facilities are used to provide service, and the customer subsequently requests that facilities be placed underground, the following regulations apply:

- A. the customer shall pay the cost of constructing and maintaining underground conduits which will be built according to Company specifications;
- B. any ducts required in the underground conduit by the Company to furnish service shall be reserved for its exclusive use;
- C. if a customer requests that cable be installed in a trench, the trench shall be constructed and back filled under the Company's supervision at the customer's expense;
- D. the Company will maintain and replace cable installed in conduit where the Company has inspected and approved the conduit. The Company will repair or replace cable in conduit or trench necessitated by damage caused by the customer or his representatives, only at the customer's expense; and
- E. the Company may replace existing aerial facilities with underground facilities in connection with planned projects or during its normal operations. If a customer requests the removal and replacement of existing aerial facilities with underground facilities prior to the time of normal replacement, the customer will be responsible for the expense incurred by the Company in making the replacement.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President



---

**11.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS (continued)**

**11.3 Special Service Arrangements**

**11.3.1 General**

- A.** If a customer's requirements cannot be met by regular service arrangements, the Company will provide, where practical, special service arrangements at charges equal to the estimated cost of furnishing such facilities. These special service arrangements will be provided if the provision of such arrangements are not detrimental to any other services furnished under the Company's tariffs.
- B.** If any type of qualifying special assembly device is subscribed to by more than three customers, the Company shall file the offering as a general service offering in the appropriate tariff section.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

---

**11.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS (continued)**

**11.3 Special Service Arrangements (continued)**

**11.3.2. Rates**

- A.** Rates for special service arrangements are equivalent to the estimated costs of furnishing the special service arrangements.
- B.** Estimated costs, which consist of an estimate of the total cost to the Company of providing the special service arrangement, may include the following:

  - 1. cost of maintenance;
  - 2. cost of operation;
  - 3. depreciation on the estimated installed cost of any facilities used to provide the special service arrangement based on anticipated useful service life less estimated net salvage value;
  - 4. general administration expenses, including taxes on the basis of average charges for these items;
  - 5. any other item of expense associated with the particular special service arrangement; and
  - 6. an amount, computed on the estimated installed cost of the facilities used to provide the special service arrangement, for return on investment.
- C.** The estimated installed cost described above will include the costs of equipment and materials provided or used, plus estimated labor costs, including the cost of installation, engineering, supervision, transportation, rights-of-way, in addition to other items chargeable to the capital accounts.
- D.** Special service arrangement rates are subject to revision depending on changing costs.
- E.** If and when a special service arrangement becomes a tarified offering, the tarified rate or rates will apply from the date of tariff approval.
- F.** The rates for special service arrangements may be monthly rental or termination agreement with or without an installation charge; or an installation charge only.

---

Issued:

Effective:

Issued By:

Harold E. Lovelady  
President

**EXHIBIT 7**

**Toll Dialing Parity Plan**

**GOLDEN HARBOR OF TENNESSEE, INC.**  
**INTRALATA TOLL DIALING PARITY IMPLEMENTATION PLAN**

Pursuant to the Federal Communications Commission (FCC) Order 99-54 in CC Docket No. 96-98 (Implementation of the Local Competition Provisions of the Telecommunications Act of 1996), Golden Harbor of Tennessee, Inc. (Golden Harbor) hereby submits its IntraLATA Toll Dialing Parity (1+ presubscription) Implementation Plan. In support of this plan, Golden Harbor respectfully shows as follows:

**I. Objective/Purpose**

Golden Harbor seeks authority from the TRA to provide telecommunications services within the state of Tennessee as an interexchange carrier and as a competing local provider (CLP).

Golden Harbor's Implementation Plan would enable customers to route intraLATA toll calls (intraLATA 1+ and 0+ toll calls), plus directory assistance (1+ area code + 555-1212), without the use of access codes, to the customer's pre-selected interexchange carrier (IXC).

**II. Geographic Availability**

IntraLATA presubscription (ILP) is available in all LATAs where Golden Harbor will provide its local resold telecommunications services within the state of Tennessee. ILP will be available in all exchanges of the underlying local exchange carrier where Golden Harbor provides local resale services.

**III. Implementation Schedule**

Golden Harbor intends to offer dialing parity for intraLATA toll calls upon the later of: (i) 30 days after the TRA approves Golden Harbor's Implementation Plan; or (ii) the commencement of the provision of local exchange service. Initially, Golden Harbor will be offering exchange service as a reseller, and will rely upon the capabilities of the underlying incumbent local exchange company (ILEC) to provide of intraLATA toll dialing parity. Accordingly, Golden Harbor's retail customers may choose any IXC that has established itself as an access customer under the underlying ILEC's access tariff.

**IV. Carrier Selection Procedures**

Golden Harbor will implement full 2-PIC (Primary Interexchange Carrier) capability for interLATA and intraLATA presubscription. The full 2-PIC methodology allows customers to presubscribe to one carrier for intraLATA toll calls, and to the same or a different carrier for interLATA toll calls.

Golden Harbor will ensure that new customers have the opportunity to choose their intraLATA toll carrier. Golden Harbor employees who communicate with the public, accept orders and serve in customer service capacities will explain the availability of 2-PIC equal access and

intraLATA toll dialing parity. Such employees will also assist customers in making an initial PIC choice, or in changing a PIC choice for intraLATA and interLATA toll calls.

A. Existing Customers

Golden Harbor has no existing local exchange customers in Tennessee.

B. New Customers

A customer contacting Golden Harbor to request new local telephone exchange service will be advised of the opportunity to choose both an intraLATA and interLATA toll provider. If requested by the customer, Golden Harbor will provide a competitively neutral list of participating telecommunications carriers that provide intraLATA toll service in the customer's exchange. A new customer who does not select an intraLATA toll carrier will be identified as "no-PIC," and will not be automatically defaulted to a carrier. A "no-PIC" customer will be unable to make intraLATA toll calls on a 1+ or 0+ dialed basis, and will be required to dial the access code of a carrier (101XXXX) to place intraLATA toll calls until the customer chooses an intraLATA toll carrier.

V. Carrier Notification

IXC's will be notified via letter that they must contact Golden Harbor directly if an end user using Golden Harbor resold services desires to change to that IXC. Golden Harbor will obtain a list of current IXC's from the TRA for mailing to all currently certificated IXC's. As a reseller, Golden Harbor will not have any access services or carrier customers in Tennessee (and does not provide exchange access service at this time) who need to be informed of the availability of dialing parity.

VI. PIC Change Charges

The charge for a PIC change will be stated in Golden Harbor's tariff, and will be filed with the TRA.

For the reasons set forth herein, Golden Harbor respectfully requests that the TRA approve Golden Harbor's IntraLATA Toll Dialing Parity Implementation Plan.

Respectfully submitted this the 18<sup>th</sup> day of January, 2000.

Golden Harbor of Tennessee, Inc.

## **EXHIBIT 8**

### **Small and Minority-Owned Telecommunications Business Participation Plan**

**SMALL AND MINORITY OWNED TELECOMMUNICATIONS  
BUSINESS PARTICIPATION PLAN OF  
Golden Harbor of Tennessee, Inc.**

Policy Statement

Golden Harbor of Tennessee, Inc. ("Golden Harbor") acknowledges the importance of supporting small and minority owned telecommunications business participation in the telecommunications industry and the overall general business participation in the telecommunications Tennessee business operations. It is the policy of Golden Harbor to provide practicable opportunity for Small Telecommunications Businesses and Minority Owned Telecommunications Businesses to compete for contracts and subcontracts for goods and of like-kind goods and services to Golden Harbor. Golden Harbor is committed to the identification and selection of qualified Small Telecommunications Businesses and Minority Owned Telecommunications Businesses in this respect.

Further, with respect to its Tennessee business operations, it is the policy of Golden Harbor to provide information on programs, if any, to provide technical assistance to Small Telecommunications Businesses and Minority Owned Telecommunications Businesses when and where available in Tennessee.

Further, Golden Harbor acknowledges its obligation to contribute its share to the fund established by the Department of Economic and Community Development in accordance with Section 17 of Chapter 408 of the Public Acts of 1995 (the "Act") for the purpose of funding the small and minority owned telecommunications business assistance program which provides for loan guarantees, technical assistance and services, and consulting education services.

Definitions

"Act" - Section 16 and 17 of Chapter 408 of the Public Acts of 1995.

"Minority Owned Telecommunications Business" - a telecommunications business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages the daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000), or as otherwise modified or amended in the future by the legislature for the State of Tennessee.

- a) "Personally Manages" in this context shall mean actively involved in the day-to-day management.
- b) "Controls" in this context shall mean exercising the power to make policy decisions.

- c) “Who is impeded from normal entry” in this context shall mean individuals who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their qualities as individuals and as provided in the regulations implementing Sections 8(a) and 7(j) of the Small Business Act, as amended by the Business Opportunity Development Reform Act of 1988, and Business Opportunity Development Reform Act Technical Corrections Act, (15 U.S.C. 637(a) and 636(j)), as amended by Pub. L. 100-656 and Pub. L. 101-37.

“Small Telecommunications Business” - A telecommunications company with annual gross receipts of less than four million dollars (\$4,000,000), or as otherwise modified or amended in the future by the legislature for the State of Tennessee.

“Subcontract” - Any agreement (other than one involving an employer-employee relationship) entered into by Golden Harbor with a non-affiliated company or individual calling for direct or indirect purchase of raw materials, components, supplies and services needed to support Golden Harbor’s operations.

### Goals

The goals of Golden Harbor’s Small and Minority Owned Telecommunications Business Participation Plan (hereinafter called the "Plan") is to identify Small Telecommunications Businesses and Minority Owned Telecommunications Businesses which are qualified to provide goods and services and to promote awareness among Small Telecommunications Businesses and Minority Owned Telecommunications Businesses as to opportunities to develop business relationships with Golden Harbor.

### Plan Implementation

To the extent that Golden Harbor provides facilities, it will invite bids, or issue reports for proposals, or otherwise solicit offers from Small Telecommunications Businesses and Minority Owned Telecommunications Businesses, except in the case of emergencies, or in cases where Golden Harbor is bound by contract to purchase goods and services from other sources, to furnish specified goods or services to Golden Harbor in furtherance of its Tennessee operations. To the extent that Golden Harbor operates as a reseller, it will encourage the underlying facilities-based provider to seek and use Small Telecommunications Businesses and Minority Owned Telecommunications Businesses.

### Plan Administration

In conducting its business affairs in Tennessee, Golden Harbor will appoint one of its



employees as the Administrator of the Plan. The Administrator will be responsible for obtaining and utilizing available resources for identifying Small Telecommunications Businesses and Minority Owned Telecommunications Businesses interested and qualified in furnishing goods and services to Golden Harbor and to cultivate an awareness among such businesses as to any opportunities to develop business relations with Golden Harbor. The Administrator will also serve as a resource for technical assistance to Small Telecommunications Businesses and Minority Owned Telecommunications Businesses and will refer such businesses to sources of information and other technical assistance.

#### Plan Administrator

The administration of the Plan will be under the direction of (hereinafter called the "Administrator"):

Name: Gary L. Mann  
Title: Vice President – Governmental Affairs  
Address: 401 Carlson Circle  
San Marcos, Texas

Telephone: (512) 220-1100  
Facsimile: (512) 392-6276

The duties of the Administrator are, among other things:

1. To develop policies and procedures to assure success of the Plan.
2. To maintain a current plan acceptable to the Tennessee Regulatory Authority.
3. To conduct certification surveys as to the status of suppliers.
4. To establish and maintain a database and records in support of the Plan pursuant to the requirements of the Tennessee Regulatory Authority.
5. To search diligently for qualified small and minority owned telecommunications businesses and concerns through:
  - a. The Small Business Administrations' Procurement Automated Source System (PASS), and publications of the Office of Minority Business Data Center in the Department of Commerce and the Office of Minority Small Business and Capital Ownership Development in the Small Business Administration.
  - b. Local and national associations and minority supplier development councils.

- c. Participation in trade fairs and industry meetings.
- d. Advertisement in the industry and local publications.
- 6. To prepare and submit such forms and information as may be required by the Tennessee Regulatory Authority.
- 7. Maintain liaison and cooperation with the Tennessee Regulatory Authority, and other agencies of the state of Tennessee to find and utilize qualified business concerns defined herein.
- 8. To support activities for assisting buyers in locating and qualifying the business concerns defined herein.
- 9. To provide required records and reports to cooperate in any authorized surveys by the Tennessee Regulatory Authority.

#### Compliance Records

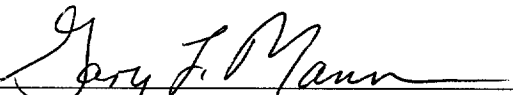
Golden Harbor will submit reports, as may be required, for use in connection with subcontracting plans by the Tennessee Regulatory Authority and/or the State of Tennessee. Golden Harbor will cooperate fully with all reasonable and appropriate surveys or studies required by the contracting agency in determining program compliance. However, Golden Harbor reserves the right to designate documents, reports, surveys and/or studies as "confidential" or "proprietary".

#### Record Maintenance

Golden Harbor will maintain records relating to the Plan for the purpose of evidencing the implementation of this policy, for use by Golden Harbor in evaluating the effectiveness of the Plan and in obtaining the goals of the Plan, and for use in updating the Plan on an annual basis with the Tennessee Regulatory Authority, or as otherwise required.

ADOPTED this 4<sup>TH</sup> day of January, 2000.

Golden Harbor of Tennessee, Inc.

By:   
Printed Name: Gary L. Mann  
Title: V.P. – Governmental Affairs

**EXHIBIT 9**

**Pre-Filed Testimony of Gary L. Mann**

**BEFORE THE TENNESSEE REGULATORY AUTHORITY**

In the Matter of the Application of	)	
Golden Harbor of Tennessee, Inc.	)	Docket No. _____
for a Certificate of Convenience and	)	
Necessity to Provide Facilities-Based and	)	
Resold Local Exchange and Interexchange	)	
Telecommunications Services	)	
Throughout the State of Tennessee	)	

**TESTIMONY OF GARY L. MANN  
ON BEHALF OF  
GOLDEN HARBOR OF TENNESSEE, INC.**

**I. INTRODUCTION**

1 **Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND TELEPHONE**  
2 **NUMBER.**

3 **A.** My name is Gary L. Mann. My business address is Golden Harbor of Tennessee, Inc.  
4 ("Golden Harbor" or "Company"), 401 Carlson Circle, San Marcos, TX 78666. My  
5 telephone number is (512) 220-1100.

6 **Q. WHAT IS YOUR POSITION WITH GOLDEN HARBOR?**

7 **A.** I am the Vice President of Governmental Affairs.

8 **Q. WHAT ARE YOUR RESPONSIBILITIES AS VICE PRESIDENT**  
9 **GOVERNMENTAL AFFAIRS?**

10 **A.** In my capacity as Vice President of Governmental Affairs, I am responsible for developing  
11 Golden Harbor's positions on regulatory issues, implementing its regulatory policies and  
12 coordinating governmental relations. I act as the regulatory liaison with industry  
13 organizations and I supervise the regulatory compliance and tariff administration for Golden  
14 Harbor. In addition, I direct Golden Harbor's policies with respect to various governmental  
15 affairs issues.

16 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND**  
17 **PROFESSIONAL EXPERIENCE.**

18 **A.** I have over 31 years of experience in equipment engineering, transmission engineering,  
19 facility planning, cost development and tariff administration. My expertise encompasses  
20 access, long distance, private line, cellular, local exchange and competitive services. I have  
21 worked for Southwestern Bell Telephone Co., IXC Communications, Inc., and Advanced

1 Communications Group, Inc. As an attorney in private practice, I concentrated in the areas  
2 of telecommunications and business law. I am currently President of TEXALTEL (formerly  
3 the Texas Association of Long Distance Companies) and I am a past member of the Board  
4 of Directors of the Competitive Telecommunications Association (CompTel). I have a B.S.  
5 degree in Applied Mathematics from the University of Missouri-Rolla, and a J.D. from  
6 Oklahoma City University.

7 **Q. ARE YOU FAMILIAR WITH THE APPLICATION THAT WAS SUBMITTED BY**  
8 **GOLDEN HARBOR OF TENNESSEE TO THE TENNESSEE REGULATORY**  
9 **AUTHORITY FOR A CERTIFICATE OF CONVENIENCE AND NECESSITY TO**  
10 **PROVIDE LOCAL EXCHANGE AND INTEREXCHANGE SERVICES?**

11 **A.** Yes, I am.

12 **Q. DO YOU RATIFY AND CONFIRM THE STATEMENTS THAT ARE MADE IN**  
13 **GOLDEN HARBOR'S APPLICATION?**

14 **A.** Yes, I do.

15 **II. PURPOSE AND SUMMARY**

16 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?**

17 **A.** I submit this testimony on behalf of Golden Harbor to describe Golden Harbor and the  
18 services it proposes to offer in Tennessee, and to demonstrate Golden Harbor's financial,  
19 technical, managerial, and operational capabilities to operate as a provider of facilities-based  
20 and resold local exchange and interexchange telecommunications services in Tennessee. I  
21 will also demonstrate that grant of Golden Harbor's application meets the appropriate  
22 regulatory criteria and is in the public interest.

1 **Q. PLEASE DESCRIBE THE AUTHORITY THAT GOLDEN HARBOR SEEKS FROM**  
2 **THE COMMISSION.**

3 **A.** Golden Harbor seeks a certificate of convenience and necessity to provide facilities-based  
4 and resold local exchange and interexchange telecommunications services throughout the  
5 State of Tennessee. Golden Harbor proposes to provide switched and special access local  
6 exchange and interexchange services over its own facilities and through the resale of services  
7 of BellSouth and certificated interexchange carriers to subscribers within Tennessee.

8 **Q. PLEASE SUMMARIZE THE MAIN POINTS OF YOUR TESTIMONY.**

9 **A.** My testimony will address several major issues:

- 10 • a description of Golden Harbor's application for a Certificate of Convenience and  
11 Necessity to provide local exchange and interexchange telecommunications services;
- 12 • a description of Golden Harbor's managerial and technical qualifications;
- 13 • a description of Golden Harbor's financial qualifications;
- 14 • a description of the specific services Golden Harbor proposed to offer in  
15 Tennessee; and
- 16 • a demonstration that Golden Harbor's proposed local exchange and interexchange  
17 services are consistent with the public interest.

18 **Q. HAVE GOLDEN HARBOR OR ITS AFFILIATES BEEN AUTHORIZED TO**  
19 **PROVIDE SUCH SERVICE IN ANY OTHER JURISDICTIONS?**

20 **A.** Yes. Golden Harbor's parent company, Thrifty Call, Inc. is authorized to provide resold long  
21 distance telecommunications services in Alabama, Florida, Georgia, Idaho, Indiana,  
22 Kentucky, Michigan, Montana, North Carolina, Ohio, Oregon, South Carolina, Tennessee,

1 Texas, Washington, and West Virginia. Golden Harbor's affiliates, Golden Harbor of  
2 Alabama, Inc., Golden Harbor of Florida, Inc. (d/b/a Hometown Telephone of Florida, Inc.),  
3 Golden Harbor of Georgia, Inc., Golden Harbor of Illinois, Inc., Golden Harbor of Indiana,  
4 Inc., Golden Harbor of Kentucky, Inc., Golden Harbor of North Carolina, Inc., Golden  
5 Harbor of Texas, Inc., Golden Harbor of Washington, Inc., and Golden Harbor of Wisconsin,  
6 Inc. are authorized to provide telecommunications service in Alabama, Florida, Georgia,  
7 Illinois, Indiana, Kentucky, North Carolina, Texas, Washington, and Wisconsin respectively.  
8 In addition, Golden Harbor affiliates are in the process of seeking authorization to provide  
9 local and interexchange services in several other states.

10 **Q. HAS GOLDEN HARBOR EVER BEEN DENIED AUTHORIZATION BY A STATE**  
11 **REGULATORY AGENCY?**

12 **A.** No, neither Golden Harbor nor any of its affiliates have ever been denied  
13 authorization by a state regulatory agency.

### 14 III. LEGAL QUALIFICATION

15 **Q. PLEASE DESCRIBE THE CORPORATE STRUCTURE OF GOLDEN HARBOR.**

16 **A.** Golden Harbor of Tennessee, Inc. was incorporated in Texas on August 28, 1998. Golden  
17 Harbor is a wholly-owned subsidiary of Thrifty Call, Inc., a Missouri corporation. A copy  
18 of Golden Harbor's Articles of Incorporation and a copy of its Authorization to Transact  
19 Business in Tennessee are attached to Golden Harbor's application at Exhibit 1.



1     **Q.     IS GOLDEN HARBOR AUTHORIZED TO DO BUSINESS IN TENNESSEE?**

2     **A.     Yes. A copy of Golden Harbor's Certificate of Authority to Transact Business in Tennessee**  
3         **is attached as Exhibit 1 to Golden Harbor's Application.**

4                   **III.   MANAGERIAL AND TECHNICAL QUALIFICATIONS**

5     **Q.     PLEASE OUTLINE GOLDEN HARBOR'S MANAGERIAL AND TECHNICAL**  
6         **QUALIFICATIONS.**

7     **A.     Golden Harbor has the managerial and technical qualifications to provide local exchange and**  
8         **interexchange telecommunications service in Tennessee. Golden Harbor's management team**  
9         **has considerable experience in marketing, network operations, financial analysis/accounting,**  
10        **customer service, training, sales, regulatory, and other relevant areas. Golden Harbor's**  
11        **officers and senior managers have a combined managerial experience of well over 200 years.**  
12        **A description of the telecommunications experience and expertise of Golden Harbor's key**  
13        **management personnel is attached to Golden Harbor's application at Exhibit 2. As the**  
14        **resumes of Golden Harbor's key personnel reflect, these individuals have substantial**  
15        **experience in running major telecommunications operations. Golden Harbor's officers and**  
16        **senior managers have worked with such industry giants as MCI, GTE, Sprint, LDDS**  
17        **WorldCom, and Southwestern Bell, among others. Each member of Golden Harbor's**  
18        **management team will draw upon his or her own experience, as well as the collective**  
19        **experience of the entire management team, to ensure that Golden Harbor is managed and**  
20        **operated efficiently and profitably. Golden Harbor also employs an outstanding team of**

1 engineers and network specialists. Collectively, its senior technical managers have designed,  
2 managed, and operated advanced telecommunications facilities in the United States.  
3 Exhibit 2 describes the technical competence of Golden Harbor's personnel in greater detail.  
4

5 **V. FINANCIAL QUALIFICATIONS**

6 **Q. PLEASE DESCRIBE GOLDEN HARBOR'S FINANCIAL QUALIFICATIONS.**

7 **A.** Golden Harbor is financially qualified to provide the proposed telecommunications services  
8 within Tennessee. As a recently formed wholly-owned subsidiary of Thrifty Call, Inc.,  
9 Golden Harbor will rely upon the substantial financial resources of its parent company,  
10 Thrifty Call, Inc. A copy of the most recent financial statements for Golden Harbor's  
11 corporate parent, Thrifty Call, Inc is attached to the original copy of Golden Harbor's  
12 application under seal (in a separate envelope) in support of Golden Harbor's application.  
13 As reflected in Thrifty Call, Inc.'s financial statements, Thrifty Call, Inc. has the financial  
14 wherewithal to support Golden Harbor's operations in Tennessee.

15 Golden Harbor is committed to building long-term strategic value, not short-term  
16 gain, and thus will continue to invest in Tennessee and other states, the revenue from which  
17 is expected to be realized at a later time. Golden Harbor expects its revenues to increase as  
18 its customer base increases.

19 Finally, Thrifty Call, Inc. is, and will continue to be, a profitable ongoing business  
20 concern and is not currently under any encumbrances that would prevent it from continuing  
21 to provide financial support to Golden Harbor. Thrifty Call, Inc.'s financial strength and

1 ready access to financing ensures Golden Harbor's ability to develop and support its local  
2 exchange operations in Tennessee.

3 **VI. GOLDEN HARBOR'S PROPOSED SERVICES**

4 **Q. PLEASE DESCRIBE THE TYPES OF SERVICES THAT GOLDEN**  
5 **HARBOR WILL OFFER IN TENNESSEE.**

6 **A.** Golden Harbor seeks authority to provide local and interexchange services both over its own  
7 facilities and through the resale of the services of other certificated carriers. Golden Harbor  
8 intends to offer and provide voice and data communications services, including but not  
9 necessarily limited to:

- 10 ● Local Exchange Services: Switched and dedicated services providing local telephone  
11 service, including local dial tone service, to business and residential customers.
- 12 ● Switched Access Services: Switched services offered to interexchange carriers that  
13 connect a customer to a point of presence (POP) and an interexchange carrier (IXC).
- 14 ● Long Distance Services: Switching and transport of interexchange traffic, including  
15 voice and data.

16 **Q. HOW WILL GOLDEN HARBOR PROVIDE THESE SERVICES?**

17 **A.** Golden Harbor will resell or utilize the services of existing facilities-based carriers in  
18 Tennessee, including the services offered by the incumbent local exchange carriers (ILECs)  
19 and other competitive local exchange carriers (CLECs). In addition, where appropriate,  
20 Golden Harbor will provide its telecommunications services in combination with unbundled

1 network elements provided by the ILECs and the facilities of other CLECs. Golden Harbor  
2 currently does not plan to build facilities in Tennessee, but seeks authority to provide both  
3 facilities-based and resold local exchange and intrastate interexchange telecommunications  
4 service in Tennessee so that it may expand its operations as market conditions warrant.

5 **Q. WHAT GEOGRAPHIC AREAS WILL GOLDEN HARBOR SERVE?**

6 **A.** Golden Harbor seeks authority to provide resold and facilities-based local and interexchange  
7 services throughout the state of Tennessee. At the present time, Golden Harbor intends to  
8 provide local exchange service primarily in the geographic areas currently served by  
9 BellSouth and Sprint. However, Golden Harbor requests statewide authority so that it may  
10 expand its service areas in the future as market conditions warrant.

11 **Q. WHAT TYPES OF CUSTOMERS DOES GOLDEN HARBOR INTEND TO SERVE?**

12 **A.** Golden Harbor plans to provide service to both residential and business customers.

13 **Q. HOW WILL GOLDEN HARBOR HANDLE CUSTOMER SERVICE?**

14 **A.** Golden Harbor will handle customer service orders, requests, inquiries, and/or complaints  
15 through a toll-free number, (800) 544-3057. This toll-free number will be printed on  
16 customer invoices. Golden Harbor's customer service center is available 24 hours a day,  
17 seven days a week. The customer service center is staffed by knowledgeable customer  
18 service representatives. Resolution and escalation of customer service complaints will be  
19 handled per Commission regulations.

1     **Q.     PLEASE DESCRIBE GOLDEN HARBOR'S RATE STRUCTURE.**

2     **A.**     Golden Harbor's proposed local exchange rates are in its proposed Local Exchange Tariff  
3             submitted as Exhibit 8 to its application. Golden Harbor will file its final local exchange and  
4             interexchange tariffs subsequent to approval of its application and prior to providing service  
5             in Tennessee.

6                     **VII.   PUBLIC INTEREST CONSIDERATIONS**

7     **Q.     DOES GOLDEN HARBOR HAVE A SMALL AND MINORITY-OWNED**  
8             **TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN, AS REQUIRED**  
9             **PURSUANT TO T.C.A § 54-5-212?**

10    **A.**     Yes. Golden Harbor submitted its Small and Minority-Owned Telecommunications  
11             Business Participation Plan to the Tennessee Regulatory Authority as Exhibit 6 to its  
12             application.

13    **Q.     HAS GOLDEN HARBOR DESIGNATED A PLAN ADMINISTRATOR WHO WILL**  
14             **BE RESPONSIBLE FOR ADMINISTERING GOLDEN HARBOR'S SMALL AND**  
15             **MINORITY-OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION**  
16             **PLAN?**

17    **A.**     Yes. I will administer Golden Harbor's Small and Minority-Owned Telecommunications  
18             Business Participation Plan. I may be reached at 401 Carlson Circle, San Marcos, Texas  
19             78666, telephone (512) 220-1100.

1     **Q.     PLEASE DESCRIBE THE PUBLIC INTEREST BENEFITS ASSOCIATED WITH**  
2     **GOLDEN HARBOR'S PROPOSED OFFERING OF TELECOMMUNICATIONS**  
3     **SERVICES IN TENNESSEE.**

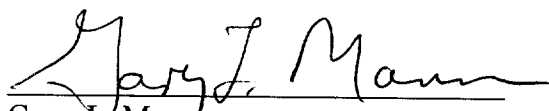
4     **A.**     Grant of Golden Harbor's Application will further the public interest by expanding the  
5     availability to Tennessee consumers of technologically advanced telecommunications  
6     facilities and services. Golden Harbor's network will utilize state-of-the art technology. Its  
7     presence in the market will afford consumers an additional choice of local and interexchange  
8     service providers.

9             The public will benefit both directly, through the use of the high-quality and reliable  
10    digital transmission services to be offered by Golden Harbor, and indirectly because the  
11    expanded presence of Golden Harbor in the market will increase the incentives for other  
12    telecommunications providers to operate more efficiently, offer more innovative services,  
13    reduce their prices, and improve their quality of service. Grant of this Application is  
14    therefore in the public interest because it will enhance further the service options available  
15    to Tennessee citizens.

16                             **VII.    CONCLUSION**


17    **Q.     DOES THIS CONCLUDE YOUR TESTIMONY?**

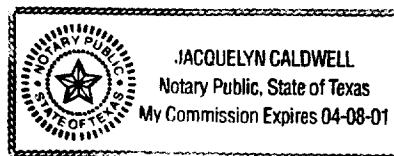
18    **A.**     Yes, it does. I reserve the right, however, to amend or modify my testimony, as appropriate.

  
\_\_\_\_\_  
Gary L. Mann  
Vice President - Governmental Affairs

Golden Harbor of Tennessee, Inc,

Subscribed and Sworn to me this 18<sup>th</sup> day of January, 2000.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 4/8/01



**VERIFICATION**

**STATE OF TEXAS**

§

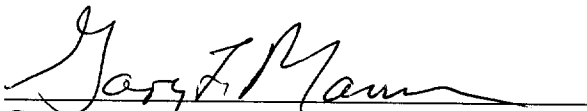
§

**COUNTY OF HAYS**

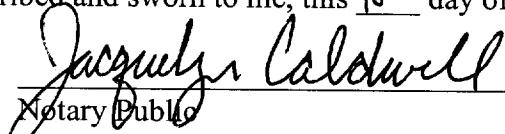
§

I, Gary L. Mann, being first duly sworn, do hereby depose and state that:

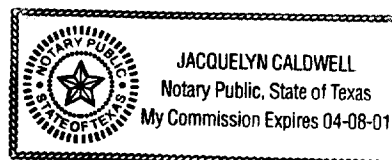
1. I am Vice President, Governmental Affairs of Golden Harbor of Tennessee, Inc.  
("Golden Harbor"), and am authorized to make this Verification on behalf of  
Golden Harbor.
2. I have read the foregoing Application and exhibits and know the contents thereof.
3. The facts contained in the Application and Exhibits are true and correct to the best  
of my knowledge, information, and belief.
4. Golden Harbor will operate in compliance with all applicable federal and state  
laws and all Federal Communication Commission and Tennessee Regulatory  
Authority.

  
\_\_\_\_\_  
Gary L. Mann  
Vice President, Governmental Affairs

Subscribed and sworn to me, this 18<sup>th</sup> day of January, 2000.

  
\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_





## **NOTICE OF APPLICATION**

**TO:** Incumbent Local Exchange Carriers, Competitive Local Exchange Carriers and Cooperative Telephone Companies Operating in the State of Tennessee

**FROM:** Joel deJesus, Esq.  
Brett P. Ferenchak, Esq.  
Counsel to Golden Harbor of Tennessee, Inc.

**DATE:** January 18, 2000

**RE:** Application of Golden Harbor of Tennessee, Inc. for a Certificate of Public Convenience and Necessity to Provide Facilities-Based and Resold Local Exchange and Interexchange Telecommunications Services Throughout the State of Tennessee

This is to notify you that the above-referenced application was filed with the Tennessee Regulatory Authority on January 18, 2000. A copy of the application may be obtained from the Authority.

## CERTIFICATE OF SERVICE

I, Brett P. Ferenchak, hereby certify that on this 18<sup>th</sup> day of January, 2000, a copy of the foregoing notice was served via first class U.S. Mail on the following:

Ardmore Telephone Company, Inc.  
P.O. Box 549  
517 Ardmore Avenue  
Ardmore, TN 38449

BellSouth  
333 Commerce Street  
Nashville, TN 37201-3300

Century Telephone of Adamsville  
P.O. Box 405  
116 N. Oak Street  
Adamsville, TN 38310

Century Telephone of Claiborne  
P.O. Box 100  
507 Main Street  
New Tazewell, TN 37825

Century Telephone of Ooltewah-  
Collegedale, Inc.  
P.O. Box 782  
5616 Main Street  
Ooltewah, TN 37363

Citizens Communications Company  
OF TENNESSEE  
P.O. Box 770  
300 Bland Street  
Bluefield, WV 24701

Citizens Communications Company  
Of The Volunteer State  
P.O. Box 770  
300 Bland Street  
Bluefield, WV 24701

Loretto Telephone Company, Inc.  
P.O. Box 130  
Loretto, TN 38469

Millington Telephone Company, Inc.  
4880 Navy Road  
Millington, TN 38053

Sprint-United  
112 Sixth Street  
Bristol, TN 37620

TDS Telecom-Concord Telephone  
Exchange, Inc.  
P.O. Box 22610  
701 Concord Road  
Knoxville, TN 37933-0610

TDS Telecom-Humphreys County  
Telephone Company  
P.O. Box 552  
203 Long Street  
New Johnsonville, TN 37134-0552

TDS Telecom-Tellico Telephone  
Company, Inc.  
P.O. Box 9  
102 Spence Street  
Tellico Plains, TN 37385-0009

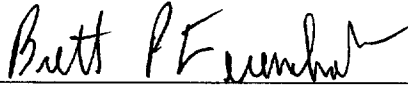
TDS Telecom-Tennessee  
Telephone Company  
P.O. Box 18139  
Knoxville, TN 37928-2139

TEC-Crockett Telephone Company, Inc.  
P.O. Box 7  
Friendship, TN 38034

TEC-People's Telephone Company, Inc.  
P.O. Box 310  
Erin, TN 37061

TEC-West Tennessee Telephone  
Company, Inc.  
P.O. Box 10  
244 E. Main Street  
Bradford, TN 38316

United Telephone Company  
P.O. Box 38  
120 Taylor Street  
Chapel Hill, TN 37034

  
\_\_\_\_\_  
Brett P. Ferenchak